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No. 29] NEW DELHI, SATURDAY, JULY 16, 1977/ASADHA 25, 1899

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ राज्य क्षेत्र प्रशासनों को छोड़कर) केन्द्रीय प्राधिकारियों द्वारा जारी किये गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) by Central Authorities (other than the Administrations of Union Territories)

गृह मंत्रालय

नई दिल्ली, 24 जून, 1977

का०आ० 2276.—राष्ट्रपति, संविधान के अनुच्छेद 258 के खंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राजस्थान सरकार की सहमति से, राजस्थान सरकार के अधीन अतिरिक्त पुलिस अधीक्षक, राज्य विशेष शाखा, जिला बीकानेर क्षेत्र, बीकानेर को भी, उसकी अधिकारिता के भीतर, विदेशियों विषयक अधिनियम, 1946 (1946 का 31) की धारा 3 की उपधारा (2) के खंड (क), (ख), (ग) तथा (गग) में विनिर्दिष्ट कोटि के आदेश करने के केन्द्रीय सरकार के कृत्यों को, निम्नलिखित शर्तों के अधीन सौंपते हैं, अर्थात् :—

(क) इस प्रकार सौंपे गए कृत्यों का प्रयोग पाकिस्तानी राष्ट्रिकों के संबंध में किया जायेगा;

(ख) ऐसे कृत्यों के प्रयोग में उक्त अतिरिक्त पुलिस अधीक्षक ऐसे साधारण अथवा विशेष निदेशों का अनुपालन करेगा जैसे कि राजस्थान सरकार अथवा केन्द्रीय सरकार द्वारा समय-समय पर जारी किये जाये; और

(ग) इस प्रकार कृत्यों के सौंपे जाने पर भी, केन्द्रीय सरकार, यदि किसी मामले में वह ऐसा करना ठीक समझे तो, उक्त कृत्यों में से किसी कृत्य का प्रयोग स्वयं कर सकती है।

[संख्या 19011/1/77-विदेशी-3]

के० एम० एल० छाबड़ा, संयुक्त सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 24th June, 1977

S.O. 2276.—In exercise of the powers conferred by clause (1) of article 258 of the Constitution, the President, with the consent of the Government of Rajasthan hereby entrusts also to the Additional Superintendent of Police, State Special Branch, Bikaner District Zone, Bikaner, within his jurisdiction, the functions of the Central Government in making orders of the nature specified in clauses (a), (b), (c) and (cc) of sub-section (2) of section 3 of the Foreigners Act, 1946, (31 of 1946), subject to the following conditions, namely :—

(a) that the functions so entrusted shall be exercised in respect of nationals of Pakistan;

(b) that in the exercise of such functions the said Additional Superintendent of Police shall comply with such general or special directions as the Government of Rajasthan or the Central Government may from time to time issue; and

(c) that notwithstanding this entrustment, the Central Government may itself exercise any of the said functions, should it deem fit to do so in any case.

[No. 19011/1/77-F. III]

K. M. L. CHHABRA, Jt. Secy.

वित्त मंत्रालय

(राजस्व और बैंकिंग विभाग)

(राजस्व पक्ष)

नई दिल्ली, 28 अप्रैल, 1977

आय-कर

का०आ० 2277.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 80ज की उपधारा 2(ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "श्री चेरपालाचारी ऐय्यप्पन काबू जीर्णोद्धार्ण समिति, चेरपालाचारी पालघाट" को उक्त धारा के प्रयोजनों के लिए केरल राज्य भर में विख्यात लोक पूजा का स्थान अधिसूचित करती है ।

[सं० 1738 फा० सं० 176/39/77-आई० टी० (ए० वन)]

एम० शास्त्री, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue & Banking)

(Revenue Wing)

New Delhi, the 28th April, 1977

INCOME-TAX

S.O. 2277.—In exercise of the powers conferred by sub-section (2)(b) of Section 80G of the Income-tax Act, 1961 (43 of 1961) the Central Government hereby notifies "Shri Cherpalacheri Ayyappankavu Jeernodharana Samithi, Cherpalacheri, Palghat" to be a place of public worship of renown throughout the State of Kerala for the purposes of the said section.

[No. 1738/F. No. 176/39/77-IT(A1)]

M. SHASTRI, Under Secy.

(बैंकिंग पक्ष)

नई दिल्ली, 30 जून, 1977

का०आ० 2278.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा मराठावाड़ा ग्रामीण बैंक, नांदेड के अध्यक्ष के रूप में श्री के० बी० डामले की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 28 फरवरी, 1977 की अधिसूचना सं० एफ० 4-46/76-ए० सी० में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के "30 जून, 1977" अंकों, अक्षरों और शब्द के स्थान पर "30 सितम्बर, 1977" अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे ।

[सं० एफ० 4-46/76-ए० सी०]

(Banking Wing)

New Delhi, the 30th June, 1977

S.O. 2278.—In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-46/76-AC, dated the 28th February, 1977 relating to the appointment of Shri K. B. Damle, as the Chairman of the Marathwada Gramin Bank, Nanded, namely :—

In the said notification, for the figures, letters and words "30th June, 1977" the figures, letters and words "30th September, 1977" shall be substituted.

[No. F. 4-46/76-AC]

का० आ० 2279.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा साउथ मालाबार ग्रामीण बैंक, मालाप्पुरम के अध्यक्ष के रूप में श्री ए० करुणाकारा शेट्टी की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 11 दिसम्बर, 1976 की अधिसूचना सं० एफ० 4-60/76-ए० सी० में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के "30 जून, 1977" अंकों, अक्षरों और शब्द के स्थान पर "30 सितम्बर, 1977" अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे ।

[सं० एफ० 4-60/76-ए० सी०]

S.O. 2279.—In exercise of the powers conferred by section 11 of the Regional Rural Bank Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-60/76-AC, dated the 11th December, 1976 relating to the appointment of Shri A. Karunakara Shetty, as the Chairman of the South Malabar Gramin Bank, Malappuram, namely :—

In the said notification, for the figures, letters and words "30th June, 1977" the figures, letters and words "30th September, 1977" shall be substituted.

[No. F. 4-60/76-AC]

का० आ० 2280.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा भोजपुर रोहतास ग्रामीण बैंक, आरा के अध्यक्ष के रूप में श्री पी० के० जैन की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 30 दिसम्बर, 1976 की अधिसूचना सं० एफ० 4-70/75 ए० सी० में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के "30 जून, 1977" अंकों, अक्षरों और शब्द के स्थान पर "30 सितम्बर, 1977" अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे ।

[सं० एफ० 4-70/75-ए० सी०]

S.O. 2280.—In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-70/75-AC, dated the 30th December, 1976 relating to the appointment of Shri P. K. Jain, as the Chairman of the Bhojpur Rohtas Gramin Bank, Arrah, namely :—

In the said notification, for the figures, letters and words "30th June, 1977" the figures, letters and words "30 h September, 1977" shall be substituted.

[No. F. 4-70/75-AC]

का०आ० 2281.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा जम्मू रूरल बैंक, जम्मू के अध्यक्ष के रूप में श्री एस० आर० कोतवाल की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 31 जनवरी, 1977 की अधिसूचना सं० एफ० 04-72/75-ए० सी० में निम्नलिखित संशोधन करती है, अर्थात्

उक्त अधिसूचना के "30 जून, 1977" अंकों, अक्षरों और शब्द के स्थान पर "30 सितम्बर, 1977" अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे ।

[सं० एफ० 4-72/75-ए० सी०]

S.O. 2281.—In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-72/75-AC, dated the 31st January, 1977 relating to the appointment of Shri S. R. Kotwal, as the Chairman of the Jammu Rural Bank, Jammu, namely :—

In the said notification, for the figures, letters and words "30th June, 1977" the figures, letters and words "30th September, 1977" shall be substituted.

[No. F. 4-72/75-AC]

का० आ० 2282.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा तुंगभद्रा ग्रामीण बैंक, बिल्लारी के अध्यक्ष के रूप में श्री बी० ए० प्रभु की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 30 दिसम्बर, 1976 की

अधिसूचना सं० एफ० 4-73/75-ए० सी० में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के "30 जून, 1977" अंकों, अक्षरों और शब्द के स्थान पर "30 सितम्बर, 1977" अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे ।

[सं० एफ० 4-73/75-ए० सी०]

S.O. 2282.—In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-73/75-AC, dated the 30th December, 1976 relating to the appointment of Shri B. A. Prabhu, as the Chairman of the Tungabhadra Gramin Bank, Bellary, namely :—

In the said notification, for the figures, letters and words "30th June, 1977" the figures, letters and words "30th September, 1977" shall be substituted.

[No. F. 4-73/75-AC]

का०आ० 2283.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा मयूराक्षी ग्रामीण बैंक, सूरी के अध्यक्ष के रूप में श्री के० एस० बनर्जी की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 28 फरवरी, 1977 की अधिसूचना सं० एफ० 4-75/76/ए०सी० में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के "30 जून, 1977" अंकों, अक्षरों और शब्द के स्थान पर "30 सितम्बर, 1977" अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे ।

[सं० एफ० 4-75/76-ए० सी०]

S.O. 2283.—In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-75/AC, dated the 28th February, 1977 relating to the appointment of Shri K. S. Banerjee, as the Chairman of the Mayurakshi Gramin Bank, Suri, namely :—

In the said notification, for the figures, letters and words "30th June, 1977", the figures, letters and words "30th September, 1977" shall be substituted.

[No. F. 4-75/76-AC]

का०आ० 2284.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा सुल्तानपुर क्षेत्रीय ग्रामीण बैंक, सुल्तानपुर के अध्यक्ष के रूप में श्री जगदीश प्रसाद दुबे की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 8 फरवरी, 1977 की अधिसूचना सं० एफ० 4-77/76-ए० सी० में निम्नलिखित संशोधन करती है, अर्थात् —

उक्त अधिसूचना के "30 जून, 1977" अंकों, अक्षरों और शब्द के के स्थान पर "30 सितम्बर, 1977" अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे ।

[सं० एफ० 4-77/76-ए० सी०]

S.O. 2284. In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-77/76-AC dated the 8th February, 1977 relating to the appointment of Shri Jagdish Prasad Dubey, as the Chairman of Sultanpur Kshetriya Gramin Bank, Sultanpur, namely :

In the said notification, for the figures, letters and words "30th June, 1977" the figures, letters and words "30th September, 1977" shall be substituted.

[No. F. 4-77/76-AC]

का०आ० 2285.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा प्रागज्योतिष गाओलिया बैंक, नलबाड़ी के अध्यक्ष के रूप में श्री जी० सी० कालिटा की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 30 दिसम्बर, 1976 की अधिसूचना सं० एफ० 4-79/75-ए०सी० में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के "30 जून, 1977" अंकों, अक्षरों और शब्द के के स्थान पर "30 सितम्बर, 1977" अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे ।

[सं० 4-79/75-ए० सी०]

S.O. 2285.—In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-79/75-AC, dated the 30th December, 1976 relating to the appointment of Shri G. C. Kalita, as the Chairman of the Pragiyotish Gaonlia Bank, Nalwari, namely :—

In the said notification, for the figures, letters and words 30th June, 1977" the figures, letters and words "30th September, 1977" shall be substituted.

[No. F. 4-79/75-AC]

का०आ० 2286.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा रायलासीमा ग्रामीण बैंक कुडप्पा के अध्यक्ष के रूप में श्री कुरुपसागर कुंडे की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 31 जनवरी, 1977 की अधिसूचना सं० एफ० 4-83/76-ए०सी० में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के "30 जून, 1977" अंकों, अक्षरों और शब्द के स्थान पर "30 सितम्बर, 1977" अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे ।

[सं० एफ० 4-83/76-ए० सी०]

S.O. 2286.—In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-83/76-AC, dated the 31st January, 1977 relating to the appointment of Shri Kurupasagar Kunde, as the Chairman of the Rayalaseema Grameena Bank, Cuddapah, namely :—

In the said notification, for the figures, letters and words "30th June, 1977' the figures, letters and words "30th September, 1977" shall be substituted.

[No. F. 4-83/76-AC]

का०आ० 2287.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा त्रिपुरा ग्रामीण बैंक, अगरतल्ला के अध्यक्ष के रूप में श्री मानबेन्द्र सेन की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 21 दिसम्बर, 1976 की अधिसूचना सं० एफ० 4-84/75-ए० सी० में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के "30 जून, 1977" अंकों, अक्षरों और शब्द के स्थान पर "30 सितम्बर, 1977" अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे ।]

[सं० एफ० 4-84/75-ए० सी०]

S.O. 2287.—In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-84/75-AC, dated the 21st December, 1976 relating to the appointment of Shri Manabandra Sen, as the Chairman of the Tripura Gramin Bank, Agartala, namely :—

In the said notification, for the figures, letters and words "30th June, 1977" the figures, letters and words "30th September, 1977" shall be substituted.

[No. F. 4-84/75-AC]

का० आ० 2288.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा कोसी क्षेत्रीय ग्रामीण बैंक, पूर्णिया के अध्यक्ष के रूप में श्री के०एन० शुक्ल की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 23 दिसम्बर, 1976 की अधिसूचना सं० एफ० 4-85/76-ए०सी० में निम्नलिखित संशोधन करती है; अर्थात् :—

उक्त अधिसूचना के "30 जून, 1977" अंकों, अक्षरों और शब्द के स्थान पर "30 सितम्बर, 1977" अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे।

[सं० एफ० 4-85/76-ए० सी०]

S.O. 2288.—In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-85/76-AC, dated the 23rd December, 1976 relating to the appointment of Shri K. N. Shukla, as the Chairman of the Kosi Kshetriya Gramin Bank, Purnea, namely :—

In the said notification, for the figures, letters and words "30th June, 1977" the figures, letters and words "30th September, 1977" shall be substituted.

[No. F. 4-85/76-AC]

का० आ० 2289.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा पुरी ग्राम्य बैंक, पिपली के अध्यक्ष के रूप में श्री सुरेन्द्र महन्ती की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 31 जनवरी, 1977 की अधिसूचना सं० एफ० 4-87/75-ए०सी० में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के "30 जून, 1977" अंकों, अक्षरों और शब्द के स्थान पर "30 सितम्बर, 1977" अंक अक्षर और शब्द प्रतिस्थापित किये जायेंगे।

[सं० एफ० 4-87/75-ए०सी०]

S.O. 2289.—In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-87/75-AC, dated the 31st January, 1977 relating to the appointment of Shri Surendra Mahanty, as the Chairman of the Puri Gramya Bank, Pipli, namely :—

In the said notification, for the figures, letters and word "30th June, 1977" the figures, letters and words "30th September, 1977" shall be substituted.

[No. F. 4-87/75-AC]

का०आ० 2290.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा मालप्रभा ग्रामीण बैंक, धारवार के अध्यक्ष के रूप में श्री एम०वी० इनामदार की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 28 फरवरी, 1977 की अधिसूचना सं० एफ० 4-87/76-ए०सी० में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के "30 जून, 1977" अंकों, अक्षरों और शब्द के स्थान पर "30 सितम्बर, 1977" अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे।

[सं० एफ० 4-87/76-ए० सी०]

S.O. 2290.—In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-87/76-AC, dated the 28th February, 1977 relating to the appointment of Shri M. V. Inamdar, as the Chairman of the Malaprabha Grameena Bank, Dharwar, namely :—

In the said notification, for the figures, letters and words "30th June, 1977" the figures, letters and words "30th September, 1977" shall be substituted.

[No. F. 4-87/76-AC]

का० आ० 2291.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा बलिया क्षेत्रीय ग्रामीण बैंक, बलिया के अध्यक्ष के रूप में श्री डी० आर० कथूरिया की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 25 दिसम्बर, 1976 की अधिसूचना सं० एफ० 4-89/76-ए० सी० में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के "30 जून, 1977" अंकों, अक्षरों और शब्द के स्थान पर "30 सितम्बर, 1977" अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे।

[सं० एफ० 4-89/76-ए० सी०]

S.O. 2291.—In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-89/76-AC, dated the 25th December, 1976 relating to the appointment of Shri D. R. Kathuria, as the Chairman of Ballia Kshetriya Gramin Bank, Ballia, namely :—

In the said notification, for the figures, letters and words "30th June, 1977" the figures, letters and words "30th September, 1977" shall be substituted.

[No. F. 4-89/76-AC]

का० आ० 2292.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा नार्थ मालाबार ग्रामीण बैंक कन्नानूर के अध्यक्ष के रूप में श्री ए० एम० दामोदरन नायर की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 12 दिसम्बर, 1976 की अधिसूचना सं० एफ० 4-90/76-ए० सी० में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के 30 जून, 1977 अंकों, अक्षरों और शब्द के स्थान पर 30 सितम्बर, 1977 अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे।

[सं० एफ० 4-90/76-ए०सी०]

S.O. 2292.—In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-90/76-AC, dated the 12th December, 1976 relating to the appointment of Shri A. M. Damodaran Nair, as the Chairman of the North Malabar Gramin Bank, Cannanore, namely :—

In the said notification, for the figures, letters and words "30th June, 1977" the figures, letters and words "30th September, 1977" shall be substituted.

[No F. 4 90/76-AC]

का० आ० 2293.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा हिमाचल ग्रामीण बैंक, मण्डी के अध्यक्ष के रूप में श्री के० एम० राजपूत की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग (बैंकिंग पक्ष) की दिनांक 23 दिसम्बर, 1976 की अधिसूचना सं० एफ० 4-136/76-ए०सी० में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के 30 जून, 1977 अंकों, अक्षरों और शब्द के स्थान पर 30 सितम्बर, 1977 अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे।

[सं० एफ० 4-136/76-ए०सी०]

S.O. 2293.—In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue and Banking (Banking Wing) No. F. 4-136/76-AC, dated the 23rd December, 1976 relating to the appointment of Shri K. S. Rajput, as the Chairman of the Himachal Gramin Bank, Mandi, namely :—

In the said notification, for the figures, letters and words "30th June, 1977" the figures, letters and words "30th September, 1977" shall be substituted.

[No. F. 4-136/76-AC]

का० आ० 2294.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा रीवा-सिधी ग्रामीण बैंक, रीवा के अध्यक्ष के रूप में श्री बी०डी० नारंग की नियुक्ति विषयक भारत सरकार, राजस्व और बैंकिंग विभाग (बैंकिंग पक्ष) की दिनांक 20 दिसम्बर, 1976 की अधिसूचना सं० एफ० 4-139/76 ए०सी० में निम्नलिखित संशोधन करती है अर्थात् :—

उक्त अधिसूचना के "30 जून, 1977" अंकों, अक्षरों और शब्द के स्थान पर "30 सितम्बर, 1977" अंक, अक्षर और शब्द प्रतिस्थापित किये जायेंगे।

[सं० एफ० 4-139/76-ए०सी०]

सी० आर० बिस्वास, उप-सचिव

S.O. 2294.—In exercise of the powers conferred by section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendments in the notification of the Government of India, Department of Revenue & Banking (Banking Wing) No. F. 4-139/76-AC, dated the 20th December, 1976 relating to the appointment of Shri B. D. Narang, as the Chairman of the Rewa-Sidhi Gramin Bank, Rewa, namely :—

In the said notification, for the figures, letters and words "30th June, 1977" the figures, letters and words "30th September, 1977" shall be substituted.

[No. F. 4-139/76-AC]

C. R. BISWAS, Dy. Secy

(व्यय विभाग)

नई दिल्ली, 30 जून, 1977

का०आ० 2295—राष्ट्रपति, संविधान के अनुच्छेद 309 के परन्तुक और अनुच्छेद 148 के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और भारतीय लेखा परीक्षा और लेखा विभाग में सेवारत व्यक्तियों की दशा में नियंत्रक और महालेखा परीक्षक से परामर्श करने के पश्चात् केन्द्रीय सिविल सेवा (पेंशन) नियम, 1972 में और संशोधन करने के लिए निम्नलिखित नियम बनाते है, अर्थात् :—

1. (1) इन नियमों का नाम केन्द्रीय सिविल सेवा (पेंशन) (पांचवां संशोधन) नियम, 1977 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. केन्द्रीय सिविल सेवा (पेंशन) नियम, 1972 में, नियम 33 में टिप्पण 9 के पश्चात् निम्नलिखित टिप्पण अंत: स्थापित किया जाएगा, अर्थात् :—

"टिप्पण 10—जहां कोई सरकारी सेवक किसी ऐसे स्वशासी निकाय में स्थानान्तरित किया जाता है जो किसी सरकारी विभाग के संपरिवर्तन के फलस्वरूप बना हो और इस प्रकार स्थानान्तरित सरकारी सेवक सरकारी नियमों के अधीन पेंशन की सुविधाएं बनाए रखने का विकल्प करता है वहां स्वायत्तशासी निकाय के अधीन प्राप्त की गई उपलब्धियां इस नियम के प्रयोजन के लिए उपलब्धियां समझी जाएंगी।"

[सं० एफ० 2(5)—स०—V(क)/77]

एस०एस०एल० मल्होत्रा, अवर सचिव

Department of Expenditure)

New Delhi, the 30th June, 1977

S.O. 2295.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and after consultation with the Comptroller and Auditor-General in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Central Civil Services (Pension) Rules, 1972, namely :—

1. (1) These rules may be called the Central Civil Services (Pension) (Fifth Amendment) Rules, 1977.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Central Civil Services (Pension) Rules, 1972, in rule 33 after Note 9 the following Note shall be inserted, namely :—

"Note 10. Where a Government servant has been transferred to an autonomous body consequent on the conversion of a Department of the Government into such a body and the Government servant so transferred opts to retain the pensionary benefits under the rules of the Government, the emoluments drawn under the autonomous body shall be treated as emoluments for the purpose of this rule."

[No. F. 2(5)-EV(A)/77]

S. S. L. MALHOTRA, Under Secy.

कार्यालय समाहर्ता, केन्द्रीय उत्पादन शुल्क, बड़ौदा

बड़ौदा, 25 अप्रैल, 1977

विनिर्मित उत्पादन

का० आ० 2296—केन्द्रीय उत्पाद शुल्क नियम, 1944 के नियम 5 के अधीन मुझे प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, (बड़ौदा समाहर्तालय में) केन्द्रीय उत्पाद शुल्क के सहायक समाहर्ताओं को, उनके सम्बन्धित अधिकार-क्षेत्र में, केन्द्रीय उत्पाद शुल्क नियम, 1944 के नियम 173-आर०के० के अधीन, जहां पेर महीने के आरम्भ से पहले शुल्क की अदायगी की जाती है, ऐसे मामलों में शुल्क की अदायगी में हुए विलम्ब को माफ करने के लिए, एतद्द्वारा समाहर्ता की शक्तियों का प्रत्यायोजन करता हूं।

[अधिसूचना सं० 1/77/स० IV/16-7/76/वि०उ०]

Office of the Collector, Central Excise, Baroda

Baroda, the 25th April, 1977

MANUFACTURED PRODUCTS

S.O. 2296.—In exercise of the powers conferred upon me under rule 5 of the Central Excise Rules, 1944, I hereby delegate to Assistant Collectors of Central Excise (in Baroda-Collectorate) within their respective jurisdiction, the powers of the Collector under rule 173RK of the Central Excise Rules, 1944 to condone delay in payment of duty in cases where the payment is made before the commencemnt of the month.

[Notification No. 1/77/No. IV/16-7/76/MP]

बड़ौदा, 20 मई, 1977

का० आ० 2297.—केन्द्रीय उत्पाद शुल्क नियम, 1944 के नियम 5 के अधीन मुझे प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, बड़ौदा समाहर्तालय में केन्द्रीय उत्पाद शुल्क के अधीक्षक की रैंक से नीचे न हो ऐसे सभी अधिकारियों को, केन्द्रीय उत्पाद शुल्क नियम, 1944 के नियम 192 के अधीन, एतद्द्वारा शक्तियां प्रदान करता हूं।

अधिसूचना सं० 1-58 दिनांक 14-3-1958 उपर्युक्त सीमा तक परिवर्तित समझा जाए।

[अधिसूचना सं० 2/77/सं० IV/16-8/77/वि०उ०]

एच० आर० सियम, समाहर्ता

Baroda, the 20th May, 1977

S.O. 2297.—In exercise of the powers conferred upon me under rule 5 of the Central Excise Rules, 1944, I hereby delegate to all officers not below the rank of the Superintendents of Central Excise in Baroda Collectorate the powers under rule 192 of the Central Excise Rules, 1944.

2. Notification No. 1/58 dated 14-3-1958 is modified to the above extent.

[Notification No. 2/77/No. IV/16-8/77/MP]

H. R. SYIEM, Collector

कार्यालय समाहर्ता, केन्द्रीय उत्पादन शुल्क, कोचीन

कोचीन, 26 मई, 1977

का० आ० 2298—केन्द्रीय उत्पाद शुल्क नियम, 1944 के नियम 173 चच के उपनियम (2) के अन्तर्गत मुझे प्रदत्त शक्तियों का प्रयोग करते हुए मैं एतद्द्वारा उत्पादन शुल्क लगने योग्य माल को निम्नलिखित मामलों में उक्त नियम के उपनियम (1) के अन्तर्गत निर्धारित समय के बाद हटाने की अनुमति देता हूं :—

(1) मध्यवर्ती उत्पाद, जिन्हें उसी कारखाने में और आगे उत्पादन के लिए इस्तेमाल किया जाता हो अथवा जिन्हें सतत प्रक्रिया के एक भाग के रूप में साथ वाली अन्य फैक्ट्री में ले जाया जाता हो।

(2) निर्यात के लिए हटाया जाने वाला माल।

(3) परिशोधनशालाओं अथवा संस्थापनों से पाइप लाइन के जरिये निकाला गया पैट्रोलियम उत्पाद अथवा समुद्र तट पर और विदेशों को जाने वाले जलयानों और वायुयानों में पुनः ईंधन भरने के लिये निकाला गया पैट्रोलियम उत्पाद;

(4) ऐसे कारखानों से निकाला गया माल जिनमें चौबीसों घंटे माल भेजा जाता हो, जिनके माल का भेजा जाना रेल के डिब्बों के आवंटन डिब्बों की माल ले जाने की क्षमता और भरे हुए डिब्बों को रेल द्वारा लाने ले जाने पर आश्रित हो, और

(5) दैनिक समाचार पत्रों और मुद्रित पत्रिकाएं हटाना।

[अधिसूचना संख्या 4/77-केन्द्रीय उत्पाद शुल्क]

सी० के० गोपालकृष्णन, समाहर्ता

Office of the Collector, Central Excise, Cochin

Cochin, the 26th May, 1977

S.O. 2298.—In exercise of the powers conferred upon me under sub-rule (2) of rule 173FF of the Central Excise Rules 1944, I hereby permit removal of excisable goods outside the hours fixed under sub-rule (1) of the said rule in the following cases :—

(i) intermediate products which are utilised within the same factory for further production or are removed to another adjacent factory as part of continuous process ;

(ii) goods removed for exports ;

(iii) petroleum products removed from refineries or installations through pipeline or for refuelling costal and foreign going vessels and aircraft ;

(iv) goods removed from factories having round the clock despatches, their despatches being dependent on allotment of railway wagons, carrying capacity of the wagons and movement of the loaded wagons by the railways ; and

(v) removal of daily newspapers and printed periodicals.

[Notification No. 4/77-CE]

C. K. GOPALAKRISHNAN, Collector

केन्द्रीय उत्पादन शुल्क समाहर्ता कार्यालय, इलाहाबाद

इलाहाबाद, 2 जून, 1977

का० आ० 2299—केन्द्रीय उत्पादन शुल्क नियमावली, 1944 के नियम 233 के अन्तर्गत मुझे जो शक्तियां प्रदत्त की गई है, मैं उनका प्रयोग करते हुए इस अधिसूचना के द्वारा यह निदेश देता हूं कि केन्द्रीय उत्पादन शुल्क समाहर्तालय इलाहाबाद में उत्पादन शुल्क योग्य माल के विनिर्माता, जो केन्द्रीय उत्पादन शुल्क नियमावली, 1944 के अध्याय सात-क में निर्धारित कार्यविधि स्व निकासी (एस०आर०पी०) के अन्तर्गत कार्य करते हैं बजट से पहले दिन (अर्थात् 16 जून, 1977) शाम को 6 बजे के तुरन्त बाद अपनी फैक्ट्री के प्रभारी रेंज अधिकारी को इस अधिसूचना के साथ संलग्न फार्म में एक घोषणा प्रस्तुत करेंगे। उक्त कार्यविधि भारत सरकार की अधिसूचना सं० 171/69-के०उ०शु० दिनांक 21-6-1969, 121/70-के०उ०शु० दिनांक 28-5-1970, 179/71-के०उ०शु० दिनांक 28-9-1971, 195/71-के०उ०शु० दिनांक 12-11-1971, 117/72-के०उ०शु० दिनांक 25-3-1972 और 161/73 के०उ०शु० दिनांक 16-8-73 तथा 18/75 दिनांक 1-3-1975 द्वारा अधिसूचित की गई थी। उक्त घोषणा में निम्नलिखित ब्यौरे दिए जाएंगे.—

(क) विनिर्माता द्वारा उस दिन अर्थात् दिनांक 16-6-77 को शाम को 6 बजे तक जारी किए गए अन्तिम गेट पास (जी०पी०-1 और जी०पी०-2) की संख्या; और

(ख) विनिर्माता के अधिकार में उस दिन अर्थात् 16 जून, 1977 को शाम को 6 बजे स्टाक की इति शेष (अन्तिम बाकी)।

2. निर्धारिती उपरोक्त घोषणा यदि उनकी फैक्ट्री रेंज मुख्यालय के निकट स्थित हो तो रेंज कार्यालय में दस्तीरूप से (हाथोंहाथ) प्रस्तुत करेंगे और उसकी लिखित पावती प्राप्त करेंगे अन्य निर्धारिती अपनी घोषणा यदि किसी अन्य निर्धारिती की फैक्ट्री रेंज मुख्यालय से दूर स्थित हों, तो वे उसे उसी दिन दस्तीरूप से (हाथोंहाथ) अथवा तार से भेजेंगे।

[अधिसूचना सं० 3/1977-के०उ०शु०/फा० सं० आर (16)/32-नीति/77]

के० एस० दिलीप सिंहजी, समाहर्ता

Central Excise Collectorate, Allahabad

Allahabad, the 2nd June, 1977

S.O. 2299.—In exercise of the powers conferred on me under Rule 233 of the Central Excise Rules, 1944, I hereby direct that all the manufacturers of excisable goods in the Central Excise Collectorate, Allahabad, working under Self Removal Procedure as laid down in Chapter VII-A of the Central Excise Rules, 1944 and notified under Government of India's Notification Nos. 171/69 CE dated 21-6-1969, 121/70-CE dated 28-5-1970, 179/71-CE dated 23-9-1971, 195/71-CE dated 12-11-1971, 117/72-CE dated 25-3-1972 and 161/73-CE dated 16-8-73 and 18/75 dated 1-3-1975 shall file immediately after 6 p.m. on the day prior to the Budget day (i.e. the 16th June, 1977) a declaration with the Range Officer Incharge of their factory with a copy to the Proper Officer in the form appended to this Notification. The declaration shall contain :—

(a) the number of last Gate Pass (G.P. 1 and G.P. 2) issued by the manufacturer up to 6 p.m. on that date i.e. 16-6-77, and

(b) the closing balance of the stocks held by the manufacturer at 6 p.m. on that date i.e. 16th June, 1977.

2. The above declaration shall be submitted by the assessee by hand in the Range Office against a written acknowledgment where the factories are located at or near the Range Hdqrs. Other assessees who may be situated far away from the Hdqrs. of the Range Office may send their declaration either by hand or through telegram despatched on the same day.

[Notification No. 3/1977-CE/C. No. IV(16)132-POL/77]

K. S. DILIPSINHGHJI, Collector

केन्द्रीय उत्पादन शुल्क के समाहर्ता का कार्यालय, पुणे

पुणे, 14 जून, 1977

केन्द्रीय उत्पाद शुल्क

का० आ० 2300—केन्द्रीय उत्पाद शुल्क नियम 1944 के नियम 5 के अधीन मुझे प्रदत्त शक्तियों का प्रयोग करते हुए मैं, केन्द्रीय उत्पाद शुल्क के अन्वीक्षक के तथा उससे ऊपर के दर्जे के सभी अधिकारियों को केन्द्रीय उत्पाद शुल्क नियम 1944 के नियम 192 के अधीन उन के अपने-अपने क्षेत्राधिकार में समाहर्ता की शक्तियां प्रदान करता हूं।

[सं० सी०ई०आर०/7/77/फा० सं० वी०जी०एन० (8)-50/डी०ए०/77]

जे० एम० वर्मा, समाहर्ता

Office of the Collector of Central Excise, Pune

Pune, the 14th June, 1977

CENTRAL EXCISES

S.O. 2300.—In exercise of the powers vested in me under Rule 5 of the Central Excise Rules, 1944, I empower all the Officers of and above the rank of the Superintendent of Central Excise to exercise within their respective jurisdiction the powers of the Collector under Rule 192 of the Central Excise Rules, 1944.

[No. CER/7/77/F. No. VGN(8)-50/TA/77]

J. M. VERMA, Collector

वाणिज्य मंत्रालय

आदेश

नई दिल्ली, 16 जुलाई, 1977

का० आ० 2301.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार की यह राय है कि भारत के निर्यात व्यापार के विकास के लिये, भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना संख्या का० आ० 1004 (तारीख 23 मार्च, 1967 में नीचे विनिर्दिष्ट रीति से और संशोधन करना आवश्यक तथा समीचीन है;

और केन्द्रीय सरकार ने निर्मित प्रस्तावों को निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उप-नियम (2) की अपेक्षानुसार निर्यात निरीक्षण परिषद को भेज दिया है;

अतः अब, केन्द्रीय सरकार उक्त उप-नियम के अनुसरण में उक्त प्रस्तावों को ऐसे सभी लोगों की जानकारी के लिये प्रकाशित करती है जिसके इससे प्रभावित होने की संभावना है।

2. सूचना दी जाती है कि उक्त प्रस्तावों के बारे में यदि कोई व्यक्ति कोई आक्षेप तथा सुझाव देना चाहे तो वह उसे इस आदेश के राजपत्र में प्रकाशन की तारीख से पैंतालीस दिनों के भीतर निर्यात निरीक्षण परिषद, 'वर्ल्ड ट्रेड सेंटर (आठवीं मंजिल) 14/1-बी एजरा स्ट्रीट, कलकत्ता-1 को भेज सकता है।

प्रस्ताव

भारत सरकार के वाणिज्य मंत्रालय के आदेश सं० का० आ० 1004 तारीख 23 मार्च, 1967 में :—

(i) उपाबन्ध I में, मद 7 और 13 तथा इससे संबंधित प्रविष्टियों का लोप किया जायेगा;

(ii) उपाबन्ध II में, क्रम सं० 7 तथा उससे संबंधित प्रविष्टियों का लोप किया जायेगा;

(iii) उपाबन्ध III में, क्रम सं० 5 तथा उससे संबंधित प्रविष्टियों का लोप किया जायेगा।

[सं० 6(19)/76-नि० नि० तथा नि० उ०]

MINISTRY OF COMMERCE

ORDER

New Delhi, the 16th July, 1977

S.O. 2301.—Whereas the Central Government is of opinion that in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), it is necessary and expedient further to amend the notification of the Government of India in the Ministry of Commerce No. S.O. 1004, dated the 23rd March, 1967, in the manner specified below for the development of the export trade of India;

And whereas the Central Government has forwarded the proposal in that behalf to the Export Inspection Council, as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964;

Now, therefore, in pursuance of the said sub-rule the Central Government hereby publishes the said proposal for the information of the public likely to be affected thereby.

2. Notice is hereby given that any person desiring to forward any objections or suggestions with respect to the said proposal may forward the same within forty-five days from the date of publication of this order in the Official Gazette to the Export Inspection Council, 'World Trade Centre (7th floor), 14/1B, Ezra Street, Calcutta-1.

PROPOSALS

In the Order of the Government of India in the Ministry of Commerce No. S.O. 1004, dated the 23rd March, 1967;

(i) in Annexure I, items 7 and 13 and the entries relating thereto shall be omitted;

(ii) in Annexure II, Sl. No. 7 and the entry relating thereto shall be omitted;

(iii) in Annexure III, Sl. No. 5 and the entry relating thereto shall be omitted.

[No. 6 (19)/76/EI & EP]

आदेश

का० आ० 2302.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार की यह राय है कि भारत के निर्यात व्यापार के विकास के लिये भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना संख्या का० आ० 79, तारीख 15 जनवरी, 1967 में नीचे विनिर्दिष्ट रीति से संशोधन करना आवश्यक तथा समीचीन है:

और केन्द्रीय सरकार ने इस निमित्त प्रस्तावों को निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम 1964 के नियम 11 के उपनियम (2) की अपेक्षानुसार निर्यात निरीक्षण परिषद को भेज दिया है:

अतः अब केन्द्रीय सरकार उक्त उप-नियम के अनुसरण में उक्त प्रस्तावों को उससे ऐसे सभी लोगों की जानकारी के लिये एतद्द्वारा प्रकाशित करती है जिनके उससे प्रभावित होने की संभावना है।

2. सूचना दी जाती है कि उक्त प्रस्तावों के बारे में यदि कोई व्यक्ति कोई आक्षेप या सुझाव देना चाहे तो वह उसे इस आदेश के सरकारी राजपत्र में प्रकाशन की तारीख से पैंतालीस दिनों के भीतर निर्यात निरीक्षण परिषद 'वर्ल्ड ट्रेड सेंटर (आठवां मंजिल), 14/1 बी, एजरा स्ट्रीट, कलकत्ता-1 को भेज सकेगा।

प्रस्ताव

भारत सरकार के वाणिज्य मंत्रालय के आदेश सं० का० आ० 79, तारीख 5 जनवरी, 1967 में:—

(i) उपाबन्ध I में, मद 2 तथा उससे संबंधित प्रविष्टियों को लोप किया जाएगा।

[स० 6(19)/76-नि०नि० तथा नि०उ०]

ORDER

S.O. 2302.—Whereas the Central Government is of opinion that in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), it is necessary and expedient to amend the notification of the Government of India in the Ministry of Commerce No. S.O. 79, dated the 5th January, 1967, in the manner specified below for the development of the export trade of India;

And whereas the Central Government has forwarded the proposal in that behalf to the Export Inspection Council, as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964 ;

Now, therefore, in pursuance of the said sub-rule the Central Government hereby publishes the said proposals for the information of the public likely to be affected thereby.

2. Notice is hereby given that any person desiring to forward any objections or suggestions with respect to the said proposal may forward the same within forty-five days from the date of publication of this Order in the Official Gazette to the Export Inspection Council, 'World Trade Centre' (7th floor), 14/1B, Ezra Street, Calcutta-1.

PROPOSAL

In the Order of the Government of India in the Ministry of Commerce, No. S.O. 79 dated the 5th January, 1967 :—

(i) in Annexure I, item 2 and the entry relating thereto, shall be omitted.

[No. 6 (19)/76 EI & EP]

आदेश

का० आ० 2303.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार की यह राय है कि भारत के निर्यात व्यापार के विकास के लिये भारत सरकार के भूतपूर्व विदेश व्यापार मंत्रालय की आटोमोबाइल के पुर्जों संघटकों तथा उपकरणों के निर्यात पूर्व निरीक्षण से संबंधित, अधिसूचना सं० का० आ० 458, तारीख 17 फरवरी, 1973 में निम्नलिखित संशोधन करना आवश्यक तथा समीचीन है।

और केन्द्रीय सरकार के उक्त प्रयोजन के लिये नीचे विनिर्दिष्ट प्रस्ताव तैयार किये हैं और उन्हें निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उपनियम (2) की अपेक्षानुसार निर्यात निरीक्षण परिषद को भेज दिया है।

अतः अब केन्द्रीय सरकार उक्त उप नियम के अनुसरण में उक्त प्रस्तावों को ऐसे सभी लोगों की जानकारी के लिये प्रकाशित करती है जिनके उससे प्रभावित होने की संभावना है।

2. सूचना दी जाती है कि ऐसा कोई व्यक्ति जो उक्त प्रस्तावों के बारे में कोई आक्षेप या सुझाव देना चाहता है उन्हें इस आदेश के सरकारी राजपत्र में प्रकाशन की तारीख से पैंतालीस दिनों के भीतर, निर्यात निरीक्षण परिषद्, 'वर्ल्ड ट्रेड सेंटर' 14/1, बी, एजरा स्ट्रीट (आठवीं मंजिल) कलकत्ता 700001 को भेज सकता है।

प्रस्ताव

1. भारत सरकार के भूतपूर्व विदेश व्यापार मंत्रालय की अधिसूचना सं० का० आ० 458, तारीख 17 फरवरी, 1973 में निम्नलिखित संशोधन किये जायेंगे, अर्थात्:—

(i) उपाबन्ध I में, क्रम सं० 21 तथा उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित अन्तः स्थापित किया जायेगा, अर्थात्:—

'22. रेडिएटर होज

23. आटोमोटिव हाईड्रोलिक ब्रेक होज

24. आटोमोटिव फैन बैल्ट'

(ii) उपाबन्ध-III में, क्रम सं० 21 तथा उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित अन्तस्थापित किया जायेगा, अर्थात्:—

'22. रेडिएटर होज के लिये विनिर्देश

1. प्रकार

1.1 प्रकार'

होज निम्नलिखित तीन प्रकार के होंगे·

(क) प्रकार 1—गर्म इथाईलिडियल (एथिलीन ग्लाइकोल) का प्रतिरोधी रबड़ के अस्तर तथा कवर के साथ ;

(ख) प्रकार 2—गर्म इथाईलिडियल (एथिलीन ग्लाइकोल) का प्रतिरोधी तथा रबड़ के अस्तर गर्म तेल के प्रतिरोधी और सश्लिष्ट रबड़ के कवर के साथ ; तथा

(ग) प्रकार 3—तेल का प्रतिरोधी सश्लिष्ट रबड़ के अस्तर तथा कवर के साथ।

2 बनावट—होज 2.1 से 2.3 तक में विनिर्दिष्ट रीति से बनाया जाएगा।

2.1 रबड़ का भीतरी अस्तर

रबड़ का अन्दर का अस्तर सीवन रहित युक्ति रूप से एकरस वायु फफोलों, संरध्रता तथा अन्य सतही दोषों से मुक्त होगा। 50.0 मि० मी० से अधिक आन्तरिक व्यास वाले होजों की दशा में अस्तर रबड़ की चद्दरों की दो या अधिक प्लाई से बनाया जाएगा।

2.2 प्रबलन प्लाई

प्रबलन प्लाई वायस पर लागू बुने हुए वस्त्र या गुथे हुए तांगों की होगी। बुना हुआ वस्त्र या तांगा भली प्रकार घर्षणयुक्त या उपयुक्त रूप से रबड़ मिश्रण के साथ दोनों ओर फला होगा तथा वस्त्र या तागा प्लाई की संख्या सारणी 1 में निर्धारित रूप में होगी। प्रबलित बुने हुए फैब्रिक के साथ होजों की दशा में प्लाई की परस्पर व्याप्ति 12.5 मि० मी० से कम नहीं होगी।

सारणी—1

रेडिएटर होजों का आन्तरिक तथा बाह्य व्यास तथा प्रबलन प्लाई की न्यूनतम संख्या

क्रम सं०	आन्तरिक व्यास	आन्तरिक व्यास पर सहनता	प्रबलित प्लाई की न्यूनतम सं०	बाह्य व्यास	बाह्य व्यास पर सहनता
(1)	(2)	(3)	(4)	(5)	(6)
	मि० मी०	मि० मी०		मि० मी०	मि० मी०
(1)	10.00	±0.75	2	16.7	
(2)	12.5		2	20.0	
(3)	16.0		2	23.0	±0.75
(4)	20.0		3	28.5	
(5)	22.0		3	32.0	
(6)	25.0		3	35.0	
(7)	28.0	±1.25	3	38.0	±1.25
(8)	31.5		3	41.0	
(9)	35.0		3	45.0	
(10)	38.0		3	48.0	
(11)	41.0		3	50.0	
(12)	45.0	±51.50	4	56.0	±1.50
(13)	50.0		4	63.0	
(14)	56.0		4	70.0	
(15)	63.0		4	77.0	
(16)	70.0		4	84.0	
(17)	75.0		4	90.0	

2.3 कवर

बाह्य कवर पर वस्त्र-चिन्हित फिनिश या चिकनी फिनिश होगी।

3. बिमायें तथा प्लाई की संख्या

प्रबलित प्लाई का आन्तरिक तथा बाह्य व्यास तथा न्यूनतम संख्या सारणी 1 में विनिर्दिष्ट के अनुसार होगी।

3.1 अस्तर तथा कवर की मोटाई—अस्तर तथा कवर की मोटाई सारणी 2 में विनिर्दिष्ट से कम नहीं होगी।

सारणी–2

रेडियेटर होज के अस्तर तथा कवर की मोटाई

क्रम सं०	आन्तरिक व्यास	अस्तर	कवर
1	2	3	4
	मि० मी०	मि० मी०	मि० मी०
(i)	45.0 तक	1.5	1.0
(ii)	45.0 तथा अधिक	2.0	1.0

3.2 लम्बाई

जब तक अन्यथा विनिर्दिष्ट न हो होज की लम्बाई 1.00 ± 0.01 मी० होगी।

4. परीक्षण

4.1 तनन मजबूती तथा टूटने पर दीर्घीकरण

सभी प्रकार के रेडिएटर होजों के अस्तर तथा कवर के लिये प्रयुक्त रबड़ की तनन मजबूती तथा टूटने पर दीर्घीकरण सारणी 3 में विनिर्दिष्ट रूप में होगी।

सारणी–3

रेडिएटर होज के अस्तर तथा कवर की तनन मजबूती तथा दीर्घीकरण

क्रम सं०	विशेषतायें	अस्तर	कवर
(i)	टूटने पर तनन मजबूती कि० ग्रा०/से० मी०^2 न्यूनतम	55	55
(ii)	टूटने पर दीर्घीकरण, प्रतिशत, न्यूनतम	250	250

4.2 त्वरित काल प्रभावन (एक्सिलरेटिड एजिंग)

नमूने में तनन मजबूती में परिवर्तन तथा टूटने पर दीर्घीकरण भा० मा० 443 : 1963 के अनुसार किये गये त्वरित काल प्रभावन परख के पश्चात् सारणी 4 में दी गई सीमाओं के भीतर ही होगा।

सारणी–4

त्वरित काल प्रभावन के पश्चात् भूल नमूने पर तनन मजबूती तथा टूटने पर दीर्घीकरण पर सहायता सीमायें

क्रम सं०	प्रकार	वास्तविक मूल्य के प्रतिशत के अनुसार वर्णित तनन मजबूती पर सहायता		अस्तर तथा कवर के मूल मूल्य के प्रतिशत के अनुसार वर्णित दीर्घीकरण पर सहायता
		अस्तर	कवर	
(1)	1	+10, −25	+10, −25	+35
(2)	2	+25, −25	±35	±35
(3)	3	±35	±35	±35

4.3. आसंजन

आसंजन ऐसा होगा कि विलगाव की दर निम्नलिखित भारों के अन्तर्गत 25 मि० मी० प्रति मिनट से अधिक नहीं होगी :

(क) अस्तर तथा वस्त्र या अस्तर तथा बेणी के मध्य 3.5 कि० ग्रा०

(ख) बेरिपय प्लाई या बेणी के मध्य 4.5 कि० ग्रा०

(ग) कवर तथा फैब्रिक या कवर तथा बेणी के मध्य 3.5 कि० ग्रा०

4.4. फटन दबाव हाइड्रोलिक परीक्षण

परीक्षण के लिए होज का टुकड़ा सारणी 5 में विनिर्दिष्ट अपेक्षाओं के अनुरूप होगा। परीक्षण का तरीका भा० मा० 443 : 1963 के अनुसार होगा।

सारणी 5

रेडिएटर होज के लिए हाइड्रोलिक परीक्षण अपेक्षाएं

क्र० सं०	आन्तरिक व्यास	न्यूनतम फटन दबाव
(1)	(2)	(3)
	मि० मी०	कि० ग्रा०/से० मी०^2
(1)	*10.0	33
(2)	*12.5	30
(3)	*16.0	25
(4)	*20.0	22
(5)	22.0	21
(6)	*25.0	19
(7)	28.0	17
(8)	*31.5	15
(9)	35.0	14
(10)	*38.0	14
(11)	41.0	13
(12)	*45.0	12
(13)	*50.0	10
(14)	*56.0	8
(15)	*63.0	7
(16)	*70.0	6
(17)	*75.0	5

*ये अनुमोदित आकार हैं।

4.5. इथानिडियल (इथाईलिन ग्लाइकोल) का प्रतिरोध

इथानिडियल (इथाईलिन ग्लाइकोल) घोल में अस्तर का प्रतिरोध इस प्रकार का होगा कि वह अस्तर वस्त्र या गुंथे हुए तंतु के विलगाव का कोई चिह्न नहीं दिखाएगा तथा यह कोई भी दरार या मोटाई नहीं पैदा करेगा तथा इस दशा में होगा कि यह आसानी से विघटित हो जाए।

4.6. खनिज तेल में निमज्जन के पश्चात् भौतिकी विशेषताओं में परिवर्तन (प्रकार 2 के कवर तथा प्रकार 3 के अस्तर तथा कवर को लागू)

खनिज तेल में निमज्जन तथा परीक्षण के पश्चात् परीक्षण नमूना निम्नलिखित अपेक्षाओं की पूर्ति करेगा :

टूटने पर दीर्घीकरण में परिवर्तन अधिकतम प्रतिशत मूल मूल्य का 30

टूटने पर तनन मजबूती में परिवर्तन, अधिकतम प्रतिशत वास्तविक मूल्य का 50

23. आटोमोटिव हाइड्रोलिक ब्रेक होजों के लिए विनिर्देश

1. सामग्री तथा संरचना

1.1. अस्तर—अस्तर उपयुक्त तेल प्रतिरोधी रबड़ मिश्रण से बना होगा ।

अस्तर की मुटाई एकरस होगी और वह सकेन्द्री तथा वायुफफोलों, सरंध्रता और अन्य दृश्य दोषों से मुक्त होगा । यह सीवन रहित होगा । तथा परिछिद्रों में इतना चिकना होगा कि उसम विनिर्माण की प्रक्रिया से संगत हो।

1.2. प्रबलन

वस्त्र प्रबलन कपास विस्कोस रेयान, पोलिएस्टरफाइबर या उपयुक्त संश्लिष्ट फाइबर या इन सबके मिश्रण से बना होगा।

1.3. कवर

कवर पोलीक्लोरोप्रीन पर तत्वतः आधारित उपयुक्त संश्लिष्ट रबड़ मिश्रण से बना होगा कवर मोटाई में एक समान, सकेन्द्री, संकेन्द्रित, वायु फफोलों, सरंध्रता तथा फटन से मुक्त होगा। होज का कवर चिकना, नाली-युक्त, कपड़ा चिह्नित या पैटर्न फिनिश का होगा।

2. विमाएँ तथा सहनताएँ

2.1. व्यास तथा प्रबलित प्लाई

परिछिद्र का आकार तथा प्रबलित प्लाइयों की संख्या सारणी 1 के अनुसार होगी।

सारणी—1

परिछिद्र का आकार, प्रबलित प्लाइयों की कम से कम संख्या तथा सहनताएँ

अंकित परिछिद्र का आकार	सहनता	प्लाइयों की न्यूनतम सं०
(1)	(2)	(3)
3.25 4.85 > 6.40	+0 —0.3	2

2.2. अस्तर तथा कवर की मोटाई

अस्तर की मोटाई 0.75 मिलिमीटर से कम नहीं होगी तथा उसके कवर की 0.6 मिलिमीटर से कम नहीं होगी।

3. परीक्षण

3.1. अस्तर तथा कवर की तनन मजबूती तथा टूटने पर दीर्घीकरण

होज के कवर की तथा अस्तर के लिए प्रयुक्त रबड़ की तनन मजबूती तथा टूटने पर दीर्घीकरण सारणी 2 में विनिर्दिष्ट रूप में होगी।

सारणी 2

अस्तर तथा कवर की तनन मजबूती तथा टूटने पर दीर्घीकरण

विशेषताएं	के लिए अपेक्षाएं	
(1)	(2)	
	अस्तर	कवर
तनन मजबूती कि० ग्रा० फ/सें० मी०^2	140	85
टूटने पर न्यूनतम दीर्घीकरण न्यूनतम प्रतिशत।	200	250

3.2. त्वरित काल प्रभावन परीक्षण

72 घंटों की अवधि तक 70±1° सें० ग्रे० पर काल प्रभावन के पश्चात् होज के अस्तर के लिए प्रयुक्त रबड़ की तनन मजबूती तथा टूटने पर दीर्घीकरण, काल प्रभावन से पूर्व प्राप्त तत्सम मूल्यों के ±15 प्रतिशत से अधिक नहीं होगी। आगे, 72 घटों की अवधि तक 100±1 डिग्री सें० ग्रे० पर पहुंचने के पश्चात् होज के कवर के लिए प्रयुक्त रबड़ की तनन मजबूती ±25 प्रतिशत से अधिक नहीं होगी तथा टूटने पर दीर्घीकरण कालप्रभावन से पूर्व प्राप्त तत्सम मूल्यों के (+10, —45) प्रतिशत से अधिक नहीं होंगे।

3.3. सूजन परीक्षण

समान आयतन में व्यापारिक श्रेणी के कैस्टर तेल तथा शुद्ध किए हुए डायक्टोम अल्कोहल के मिश्रण में 70-10 सें० ग्रेड पर 72 घंटों तक निमज्जन करने के पश्चात् अस्तर के आयतन में वृद्धि मूल आयतन से 12 प्रतिशत से अधिक नहीं होनी चाहिए। होज के कवर की दशा में, उपरोक्त परीक्षण तरल में निमज्जन के पश्चात् वृद्धि 100 प्रतिशत से अधिक नहीं होनी चाहिए।

3.4. फटन सामर्थ्य

जब हाईड्रोलिक दबाव के अन्तर्गत परीक्षण किया जाए, तब होज का प्रत्येक नमूना सारणी 3 में विनिर्दिष्ट दबाव को 2 मिनट तक सहन कर सकेगा फटने तक, दबाव फिर 1750±700 कि० ग्रा० फु०/सें० मी०^2 प्रति मिनट की दर से बढ़ाया जाएगा। न्यूनतम घटन दबाव वह होगा जो सारणी 3 में दिया गया है।

सारणी—3

न्यूनतम फटन सामर्थ्य

छिद्र का आकार	प्रतिधारण	फटन दबाव, न्यूनतम
(1)	(2)	(3)
मि० मी०	मि० ग्रा० फ/मे० मी०^2	कि० ग्रा०/मे० मी०^2
3.25	280	350
4.85	210	315
6.40	210	315

24. आटोमोटिव फैन बैल्टस के लिए विनिर्देश

1. सामग्री तथा विनिर्माण

1.1. आटोमोटिव फैन बैल्ट फैब्रिक या कोर कार्ड या दोनों से बनी होगी : तथा रबड़ जैसे मिश्रण से उपचारित की जाएगी, सम्पूर्ण मिश्रण एकरस करके तथा एकसा आकार देकर ढाला जाएगा।

1.2. बैल्ट की संतोषजनक आयु तब प्राप्त होगी जब बैल्ट को +70 डि० स० तथा —20 डिग्री सेंटीग्रेड के परिसेण्टित तापमान के बीच प्रयोग किया जाएगा।

1.3. बैल्ट की सतह इस ढंग से तैयार की जाएगी कि बैल्ट की आन्तरिक संरचना पर, काम की सामान्य दशाओं में सीलन के कारण प्रतिकूल प्रभाव न पड़े।

2. अनुप्रस्थ काट विमाएँ :—

अंकित अनुप्रस्थ काट विमाएँ सारणी 1 में दर्शित रूप में होंगी। जब बैल्ट सारणी 3 में विनिर्दिष्ट दशाओं के अनुसार विशेष रूप से बनाई गई दो चरखियों पर चढ़ाई जाए तब वह सारणी 2 और 3 में दी गई

सीमाओं के भीतर चरखी नालियों पर फिट की जानी चाहिए।

सारणी 1

आटोमोटिव फैन बेल्ट की अंकित अनुप्रस्थ काट विमाएँ

(सभी विमाएँ मिलिमीटरों में)

अंकित सिरे पर की चौड़ाई	अंकित मोटाई	कोण अंश
चौ०	मी०	
(1)	(2)	(3)
10	8	40
13	11	40

सारणी 2

सारणी 3 में विनिर्दिष्ट के रूप में नई आटोमोटिव फैन बैल्ट्स को चरखियों पर नापने पर सहायताएं एवं तनन अपेक्षाएं

अंकित सिरे पर की चौड़ाई	बैल्ट पर कुल तनन	चरखी खांचा मापने के संबंध में पेटी की ऊपरी सतह की स्थिति	खांचों की नाली पर न्यूनतम अन्तराल
(1)	(2)	(3)	(4)
मिलीमीटर	किलोग्राम फ	मिलीमीटर	मिलीमीटर
10	27	+2.4 +0.8	
13 . . .	27	2.4 +0.8	4.0 4.0

सारणी 3

नए फैन बैल्ट को नापने के लिए चरखियों की विमाएँ

(सभी विमाएँ मिलिमीटरों में)

फैन बैल्ट की (बाहरी व्यास पर) नाली का बाहरी व्यास		बाहरी व्यास नाली का कोण			
अंकित सिरे पर की नामिक चरखी की परिधि मि० मी०	चौड़ाई	गहराई पर नाली (न्यूनतम) के सिरे की चौड़ाई ±0.025	±0.05	±10	
(1)	(2)	(3)	(4)	(5)	(6)
10	305	11	9.65	.97	36°
13	305	14	12.70	.97	36°

3. बैल्ट की लम्बाई

3. मानक लम्बाई सारणी 4 में दी गई लम्बाई के अनुसार होगी।

सारणी 4

आटोमोटिव फैन बैल्ट के लिए मानक लम्बाइयां

(सभी विमाएँ मिलीमीटरों में होंगी)

500 . . .	1250	1900	2250
560 . . .	1280	2100	2280
630 . . .	1315	2112	2315
710 . . .	1355	2125	2355
800 . .	1400	2140	2400
900 . .	1450	2160	2450
1000 . . .	1500	2180	2500
1100 . . .	1560	2200	
1112 . . .	1630	2224	
1125 . . .	1710		
1140 . . .	1800		
1160 . .			
1180 . .			
1200 . .			
1224 . .			

3.2. लम्बाई की सहयताएँ

बैल्ट की लम्बाइयों की सहयताएँ निम्नलिखित रूप में होंगी

बैल्ट की प्रभावी लम्बाई	जब मापी चरखी पर बैल्ट लगाई जाएगी तब केन्द्रीय दूरी पर सहयताएं	अनुरूप सेट के भीतर लम्बाई में अधिकाधिक परिवर्तन
मि० मी०	मि० मी०	मि० मी०
तक जिसमें 1250 भी सम्मिलित हैं	±3.2	2.5
1250 से अधिक किन्तु 1500 तक जिसमें 1500 भी सम्मिलित हैं।	±4	2.5
1500 से अधिक किन्तु 2500 तक जिसमें 2500 भी सम्मिलित है।	±5.0	

4. बैल्ट की माप

4.1. बैल्ट की लम्बाई तथा चढ़ाव स्थिति को तब मापा जाएगा जब बैल्ट को दो समान व्यास वाली चरखियों पर चढ़ाया जाएगा जिनमें नाली की विमाएँ सारणी 3 के अनुरूप होंगी और जिसका कुल तनन तथा नाली में बैल्ट की स्थिति वह होगी जो सारणी 2 में विनिर्दिष्ट है। कुल तनन को बैल्ट की दो लड़ियों की बीच समान रूप से बांट दिया जाएगा। तनन लागू कर दिए जाने के पश्चात् बैल्ट को बिठाने के लिए चरखियों को कम से कम एक बार घुमाया जाएगा या उन्हें कम गति पर निरन्तर घुमाया जाएगा। कारगर लम्बाई की गणना मापन चरखियों में से एक की कारगर बाहरी, परिधि को मापित केन्द्र दूरी के दूने के साथ जोड़ कर की जाएगी।

4.2. इस प्रकार अवधारित कारगर लम्बाई सारणी 4 में दी गई लम्बाई के अनुरूप, किन्तु 3.2 में दिए गए परिवर्तन की सीमाओं के भीतर होगी।

5. परीक्षण

5.1. कोण की जांच पड़ताल— .... के

फैन बैल्ट की कोण की जांच पड़ताल

अनुसार की जाएगी।

[सं० 6(19)/76-नि० सि० तथा नि० उ०]

ORDER

S.O. 2303.—Whereas the Central Government is of the opinion that in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), it is necessary and expedient to amend the notification of the Government of India in the late Ministry of Foreign Trade No. S.O. 458, dated the 17th February, 1973 relating to the inspection of automobile spares, components and accessories prior to their export, in the manner specified below for the development of the export trade of India.

And whereas the Central Government has formulated the proposals specified below for the said purpose and has forwarded the same to the Export Inspection Council as required by sub-rule (2) of rule 11 of Export (Quality Control and Inspection) Rules, 1964.

Now, therefore, in pursuance of the said sub-rule, the Central Government hereby publishes the said proposals for the information of the public likely to be affected thereby.

2. Notice is hereby given that any person desiring to forward any objections or suggestions with respect to the said proposals may forward the same within forty-five days from the date of publication of this order in the Official Gazette to Export Inspection Council, 'World Trade Centre', 14/1B, Ezra Street (7th floor), Calcutta-700 001.

PROPOSALS

1. The notification of the Government of India in the late Ministry of Foreign Trade No. 458 dated the 17th February, 1973, shall be amended as follows, namely :—

(i) In Annexure-1, after serial No. 21 and the entry relating thereto the following shall be inserted, namely :—

"22. Radiator hose

23. Automotive hydraulic brake hose

24. Automotive fan belt";

(ii) in Annexure III, after serial No. 21 and the entries relating thereto the following shall be inserted, namely :—

22. Specification for Radiator Hose

1. Types

1.1 Types

The hoses shall be of the following three types :

(a) Type 1—With rubber lining and cover resistant to hot ethanediol (ethylene glycol);

(b) Type 2—With rubber lining resistant to hot ethanediol (ethylence glycol) and synthetic, rubber cover resistant to hot oil; and

(c) Type 3—With lining and cover from synthetic rubber resistant to oil.

2. Construction :—The hose shall be constructed as specified in 2.1 to 2.3.

2.1. Inner Rubber Lining.

The inner rubber lining shall be seamless, reasonably uniform, free from air blisters, porosity and other surface defects. In the case of hoses above 50.0 mm internal diameter, the lining may be built up of two or more plies of rubber sheets.

2.2. Reinforcement Plies.

The reinforcement plies shall be of woven fabric applied on bias, or of braided yarn. The woven fabric or yarn shall be well frictioned or suitably spread on both sides with a rubber compound and the number of fabric or yarn plies shall be as prescribed in Table 1. In the case of hoses with woven fabric reinforcement the overlap of plies shall be not less than 12.5 mm.

TABLE 1

Internal and external diameters of Radiator Hoses and minimum number of Reinforcement Plies

Sl. No.	Internal Diameters	Tolerance on internal diameter	Minimum No. of Renforcement plies	External Diameter	Tolerance on external diameter
(1)	(2)	(3)	(4)	(5)	(6)
	mm	mm		mm	mm
(i)	10.0		2	16.7	
(ii)	12.5		2	20.0	
(iii)	16.0	±0.75	2	23.0	±0.75
(iv)	20.0		3	28.5	
(v)	22.0		3	32.0	
(vi)	25.0		3	35.0	
(vii)	28.0	±1.25	3	38.0	±1.25
(viii)	31.5		3	41.0	
(ix)	35.0		3	45.0	
(x)	38.0		3	48.0	
(xi)	41.0		3	50.0	
(xii)	45.0	±1.50	4	56.0	
(xiii)	50.0		4	63.0	±1.50
(xiv)	56.0		4	70.0	
(xv)	63.0		4	77.0	
(xvi)	70.0		4	84.0	
(xviii)	75.0		4	90.0	

2.3. Cover.

The outer cover may have a cloth-marked finish or smooth finish.

3. Dimensions and Number of Plies.

The internal and external diameters and the minimum number of reinforcement plies shall be as specified in Table 1.

3.1. Thickness of Lining and Cover—The thickness of lining and cover shall be not less than that specified in Table 2.

TABLE 2

THICKNESS OF LINING AND COVER OF RADIATOR HOSE

Sl. No.	Internal Diameter	Lining	Cover
(1)	(2)	(3)	(4)
	mm	mm	mm
(i)	Up to 45.0	1.5	1.0
(ii)	45.0 and over	2.0	1.0

3.2. Length.

Unless otherwise specified the length of the hose shall be 1.00±0.01m

4. Tests.

4.1. Tensile Strength and Elongation at Break.

The tensile strength and elongation at break of the rubber used for lining and cover of all types of radiator hoses shall beas specified in Table 3.

TABLE 3

Tensile Strength and Elongation of Lining and Cover of Radiator Hose

Sl. No.	Characteristic	Lining	Cover
(1)	(2)	(3)	(4)
(i)	Tensile strength at break, Kg /Cm2, Min.	55	55
(ii)	Elongation at break, per cent Min.	250	250

4.2. Accelerated Ageing.

The change in tensile strength and elongation at break in the sample shall be within the limits given in Table 4 after accelerated ageing test carried out as per I.S. 443 : 1963.

TABLE 4

Tolerance Limits on Tensile Strength and Elongation at break on the original Sample After Accelerated Ageing

Sl. No.	Type	Tolerance on Tensile strength expressed as percentage of original value		Tolerance on Elongation expressed as percentage of original value for lining and cover
		Lining	Cover	
(1)	(2)	(3)	(4)	(5)
(i)	1	+10 −15	+10 −25	±35
(ii)	2	+10 −25	±35	±35
(iii)	3	+35	±35	±35

4.3. Adhesion.

The adhesion shall be such that the rate of separation does not exceed 25 mm per minute under the following loads :

(a) Between lining and fabric of lining and braid 3.5 kg.

(b) Between fabric plies or braids . . . 4.5 kg.

(c) Between cover and fabric or cover and braid 3.5 Kg.

4.4. Bursting Pressure Hydraulic Test.

The hose test piece shall comply with the requirements specified in Table 5. Method of test shall be as per I. S. 443 -:1963

TABLE 5

Hydraulic Test Requirements for Radiator Hose

Sl. No.	Internal Diameter	Minimum Bursting Pressure
(1)	(2)	(3)
	mm	Kg./cm²
(i)	*10.0	33
(ii)	*12.5	30
(iii)	*16.0	25
(iv)	*20.0	22
(v)	22.0	21
(vi)	*25.0	19
(vii)	28.0	17
(viii)	*31.5	15
(ix)	35.0	14
(x)	*38.0	14
(xi)	41.0	13
(xii)	*45.0	12
(xiii)	*50.0	10
(xiv)	*56.0	8
(xv)	*63.0	7
(xvi)	*70.0	6
(xvii)	*75.0	5

*These are the recommended sizes.

4.5. Resistance to Ethanediol (Ethylene Glycol).

The resistance of the lining to ethanediol (ethylene glycol) solution shall be such that the same shall show no sign of separation of the lining and fabric or braided yarn and it shall not develop any cracks or tackiness or be in such a condition that it may be readily disintegrated.

4.6 Change in Physical Properties after Immersion in Mineral oil (Applicable to Cover of Type 2 and Lining and Cover of Type 3).

The test specimen shall satisfy the following requirements after immersion in mineral oil and testing :

Change in elongation at break, percent, Max. 30 of the original value.

Change in tensile strength at break percent, Max. 50 of the original value.

23. Specifications for Automotive Hydraulic Brake Hose.

1. Material and Construction.

1.1. Lining—The lining shall consist of a suitable oil-resistant rubber compund.

The lining shall be reasonably uniform in thickness, concentric and free from air blisters, porosity and other visible defects. It shall be seamless and as smooth in the bore as is consistent with good manufacturing practice.

1.2. Reinforcement.

The textile reinforcement shall consist of cotton, viscose rayon polyester fibre or other suitable synthetic fibre or a combination of these.

The textile reinforcement shall be firmly and evenly braided over the lining. The Plies of reinforcement shall be impregnated with a suitable rubber compound.

1.3. Cover.

The cover shall consist of suitable synthetic rubber compound based substantially on polychloroprene.

The cover shall be reasonably uniform in thickness, concentric and free from air blisters, porosity and splits. The cover of the hose shall be smooth, fluted, cloth-marked or with a pattern finish.

2. Dimensions and Tolerances.

2.1. Diameter and Reinforcement Plies.

The bore size and the number of reinforcement plies shall be as given in Table. 1.

TABLE 1

Bore Size Tolerance and Minimum number of Reinforcement Plies

Nominal Bore Size	Tolerance	Minimum No. of Plies
(1)	(2)	(3)
mm	mm	
3.25	+*0	
4.85		
6.40	−0.3	2

2.2. Lining and Cover Thickness.—

The thickness of the lining shall be not less than 0.75 mm and that of the cover not less than 0.6 mm.

3. Tests.—

3.1. Tensile Strength and Elongation at Break of Lining and Cover.—

The tensile strength and elongation at break of the rubber used for lining and cover of the hose shall be specified in Table 2.

TABLE 2

Tensile Strength and Elongation at Break of Lining and cover

Characteristic	Requirement for	
	Lining	Cover
(1)	(2)	(3)
Tensile strength, kgf/cm², Min	140	85
Longation at break, percent Min.	200	250

3.2. Accelerated Ageing Test

After ageing at 70±1°C for a period of 72 hours the tensile strength and elongation at break of the rubber used for lining of hose shall not vary be more than ±15 per cent of the corresponding values obtained before ageing. Further after ageing at 100±1°C for 72 hours, the rubber used for the cover of the hose shall not vary by more than ±25 percent for tensile strength, and (+10, ±—45) percent for elongation at break of the corresponding values obtained before ageing.

3.3. Swelling Test

The increase in volume of the lining after immersion in a mixture of equal volumes of commercial grade of castor oil and purified diacentone alcohol at 70±1°C for 72 hours, shall not exceed by 12 percent of the original volume. The increase in the case of the cover of the hose after immersion in the above test liquid shall not exced by 100 percent.

3.4. Bursting strength

When tested under hydraulic pressure, each sample of hose shall withstand the specified pressure given in Table 3 for 2 minutes. The pressure shall then be increased at the rate of 1750 ±700 kgf. / cm² per minute until burst occurs. The minimum bursting pressure shall also be as given in Table 3.

TABLE 3

Minimum Bursting Strength

Bore Size	Retention pressure	Bursting pressure, Min.
(1)	(2)	(3)
mm	kgf/cm²	kgf/cm²
3.25	280	350
4.85	210	315
6.40	210	315

24. Specifications for Automotive Fan Belts

1. Materials and Manufacture

1.1. The automotive fan belts shall be made of fabric or cord or both and treated with rubber or rubber-like compounds whole being moulded together in a uniform manner and shape.

1.2. The satisfactory belt life shall be obtained when the belt is used at ambient temperatures between +70° C and −20°C.

1.3. The surface of the belt shall be finished in such a manner that the internal structures of the belt shall not be adversely affected by moisture under normal operating conditions.

2. Cross Section Dimensions

2.1. Nominal cross section dimensions shall be as shown in Table 1. The belt shall fit pulley grooves within the limits given in Tables 2 and 3 when mounted on two pulleys specially made according to the conditions specified in Table 3.

TABLE 1

Nominal Cross Section Dimensions of Automotive Fan Belts

(All dimensions in millimetres).

Nominal top width	Nominal Thickness	Angle Degrees
(W)	(T)	
(1)	(2)	(3)
10	8	40
13	11	40

TABLE 2

Tolerance and Tensions requirements when measuring new Automotive Fan belts on Pulleys as specified in Table 3

Nominal top width	Total Tension on belt	Position of top surface of belt with respect to top of measuring pully groove	Minimum Clearance at bottom of groove
(1)	(2)	(3)	(4)
mm	kgf	mm	mm
10	27	+2.4	
		+0.8	4.0
13	27	+2.4	
		+0.8	4.0

TABLE 3

Dimensions of Pulley. for Measuring New Fan Belts

(All dimensions in millimetres)

Nominal top width of fan belt mm	Pulley circumference at outside diameter	Groove depth (Min)	Groove top width (dia)	Outside dia±0.05 at outside	Groove Angle ±10
(1)	(2)	(3)	(4)	(5)	(6)
10	305	11	9.65	97	36°
13	305	14	12.70	97	36°

3. Belt Length

3.1. The standard length shall be as given in Table 4.

TABLE 4

Standard Lengths for Automotive Fan Belts

(All dimensions in millimetres)

500	1250	1900	2250
560	1280	2100	2280
630	1315	2112	2315
710	1355	2125	2355
800	1400	2140	2400
900	1450	2160	2450
1000	1500	2180	2500
1100	1560	2200	
1112	1630	2224	
1125	1710		
1140	1800		
1160			
1180			
1200			
1224			

3.2 Tolerance on Lengths

Tolerance on belt lengths shall be as follows:

Effective Belt Length	Tolerance on Centre Distance when Belt is installed on Measuring Pulleys	Maximum Variation in Length within a Matched Set
mm	mm	mm
Upto and including 1250	±3.2	2.5
Over 1250 up to and including 1500	±4	2.5
Over 1500 up to and including 2500	±5.0	

4. Belt Measurements

4.1 Belt length and ride position shall be measured when the belts are mounted on two equal diameter pulleys with groove dimensions and conforming to Table 3, with total tension and the belt positioned in the groove as specified in Table 2. The total tension shall be equally divided between two strand of the belts. After the tension is applied the pulleys shall be rotated at least one turn to seat the belt or they may be rotated conutinously at low speed. The effective length shall be calculated by adding effective outside circumference of one of the measuring pulleys to twice the measured centre distance.

4.2. The effective length thus determined shall agree with the length given in Table 4, within the limits of variation given in 3.2.

5. Tests

5.1 Angle checking

The angle of the fan belts shall be checked as per standard procedure laid down in this behalf."

[No. 6(19)/76/EI & EP]

आदेश

का० आ० 2304.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार की यह राय है कि भारत के निर्यात व्यापार के विकास के लिए सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों को निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन करना आवश्यक तथा समीचीन है ;

और केन्द्रीय सरकार ने उक्त प्रयोजन के लिए नीचे विनिर्दिष्ट प्रस्ताव बनाए हैं तथा उन्हें निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उप-नियम (2) द्वारा अपेक्षित के अनुसार निर्यात निरीक्षण परिषद् को भेज दिया है ;

अतः, अब उक्त उप-नियम के अनुसरण में केन्द्रीय सरकार उक्त प्रस्तावों को उन सभी लोगों की जानकारी के लिए प्रकाशित करती है जिनके उनसे प्रभावित होने की संभावना है ।

2. सूचना दी जाती है कि यदि कोई व्यक्ति उक्त प्रस्तावों के बारे में कोई आक्षेप या सुझाव देना चाहे तो वह उसे इस आदेश के राजपत्र में प्रकाशन की तारीख से तीस दिन के भीतर निर्यात निरीक्षण परिषद्, 14/1-बी, एजरा स्ट्रीट, कलकत्ता-1, को भेज सकता है ।

प्रस्ताव

(1) अधिसूचित करना कि सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदें निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन होंगी :

(2) इस आदेश के उपाबंध I में दिए गए सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1977 के प्रारूप के अनुसार क्वालिटी नियंत्रण और निरीक्षण के प्रकार को क्वालिटी नियंत्रण और निरीक्षण के ऐसे प्रकार के रूप में विनिर्दिष्ट करना जो कि निर्यात से पूर्व ऐसी सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों पर लागू होगा ।

(3) (क) भारतीय मानक विनिर्देश या कोई अन्य राष्ट्रीय मानक विनिर्देशों को ।

(ख) किसी भी विदेश के सरकारी क्षेत्र के उद्यमों या सरकारी विभागों द्वारा जारी किए गए विनिर्देशों को,

सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों के लिए निर्यात-कर्ता द्वारा घोषित स्वीकृत विनिर्देशों के रूप में मान्यता देना।

(ग) उन विनिर्देशों को जो ऊपर स्तम्भ (क) या (ख) के अन्तर्गत नहीं आते परन्तु निर्यात-कर्ता द्वारा सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों के लिए सांविदिक विनिर्देशों के रूप में घोषित किए गए हों और जो निर्यात निरीक्षण परिषद् द्वारा परीक्षण तथा अनुमोदन के प्रयोजन के लिए नियुक्त विशेषज्ञों के पैनल द्वारा अनुमोदित हों ; मानक विनिर्देशों के रूप में मान्यता देना ।

(4) अन्तर्राष्ट्रीय व्यापार के दौरान ऐसे सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों के निर्यात को तब तक प्रतिषिद्ध करना जब तक कि उसके साथ निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 के अन्तर्गत केन्द्रीय सरकार द्वारा मान्य या स्थापित अभिकरणों में से किसी एक द्वारा जारी किया गया इस आशय का प्रमाण पत्र न हो कि सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदें क्वालिटी नियंत्रण और निरीक्षण संबंधी शर्तों को पूरा करती है तथा निर्यात योग्य है या उस पर उक्त अधिनियम की धारा 6 के अन्तर्गत केन्द्रीय सरकार द्वारा मान्य चिन्ह या सील लगी हुई है ।

3. इस आदेश की कोई भी बात भावी क्रेताओं को भू-मार्ग, वायु-मार्ग या समुद्र मार्ग द्वारा सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों के उन नमूनों के निर्यात पर लागू नहीं होगी जिनका पोत पर्यन्त निःशुल्क मूल्य एक सौ पच्चीस रुपए से अधिक नहीं है।

4. इस आदेश में 'सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों' से नीचे की सूची में से दी गई कोई भी वस्तु अभिप्रेत है।

1. सभी प्रकार के विद्युत उपकरण तथा साधन
2. विद्युत स्विच गियर तथा नियंत्रण गियर (निम्न तनाव तथा उच्च तनाव)
3. सभी प्रकार के विद्युत लैम्प प्रतिदीप्ति ट्यूब
4. बिजली की सभी प्रकार की मोटरें
5. शक्ति तथा वितरण ट्रांसफोर्मर
6. तेल के दबाव वाले स्टोव तथा लालटेन
7. रेजर ब्लेड
8. प्रेशर कुकर
9. बेबी बॉयलर
10. गैस सिलेंडर

उपाबंध –I

[निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 के अन्तर्गत बनाए जाने के लिए प्रस्तावित नियमों का प्रारूप।]

1. संक्षिप्त नाम तथा प्रारम्भ :—(1) इन नियमों का नाम सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1977 है।

(2) ये को प्रवृत्त होंगे।

2. परिभाषाएं :—इन नियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो :—

(क) 'अधिनियम' से निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) अभिप्रेत है ;

(ख) 'अभिकरण' से अधिनियम की धारा 7 के अन्तर्गत केन्द्रीय सरकार द्वारा स्थापित अभिकरणों में से कोई एक अभिकरण या मान्य कोई अन्य संस्था अभिप्रेत है ;

(ग) 'सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों' से नीचे सूची में दी गई कोई भी वस्तु अभिप्रेत है।

1. सभी प्रकार के विद्युत उपकरण तथा साधन
2. विद्युत स्विच गियर तथा नियंत्रण गियर (निम्न तनाव तथा उच्च तनाव)
3. सभी प्रकार के विद्युत लैम्प प्रतिदीप्ति ट्यूब
4. बिजली की सभी प्रकार की मोटरें
5. शक्ति तथा वितरण ट्रांसफोर्मर
6. तेल के दबाव वाले स्टोव तथा लालटेन
7. रेजर ब्लेड
8. प्रेशर कुकर
9. बेबी बॉयलर
10. गैस सिलेंडर

3. निरीक्षण के लिए आधार तथा प्रक्रिया :—(1) निर्यात के लिए आशयित सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों का निरीक्षण यह सुनिश्चित करने की दृष्टि से किया जाएगा कि वे उपाबंध-II या उपाबंध-III में विनिर्दिष्ट नियंत्रण के स्तरों का प्रयोग करके बनाई गई है और या उनकी क्वालिटी अधिनियम की धारा 6 के अन्तर्गत केन्द्रीय सरकार द्वारा मान्य विनिर्देशों के अनुरूप है।

(2) सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों के लिए निम्नलिखित में से निरीक्षण की कोई भी एक योजना अपनाई जाएगी, अर्थात्:—

(क) स्वयं प्रमाणीकरण :

(i) उपाबंध-II की सूची के मानदण्डों का पालन करने वाला कोई भी विनिर्माण एकक निर्यात निरीक्षण परिषद्, 14/1-बी एजरा स्ट्रीट कलकत्ता-1, को आवेदन करेगा।

(ii) परिषद् द्वारा नियुक्त पैनलों में कोई एक पैनल ऐसे यूनिट पर जाएगा तथा यह निश्चित करेगा कि क्या प्रभावशाली क्वालिटी सुनिश्चित पद्धति समाधानपूर्वक अपनाई जा रही है।

(iii) पैनल द्वारा अनुमोदित एककों को अधिनियम की धारा 7 के अन्तर्गत मान्यता दी जाएगी ताकि वे अपने निर्यात परेषणों की निर्यात-योग्यता का प्रमाण पत्र जारी करने में समर्थ हो सकें।

(iv) इस प्रकार की मान्यता तीन साल की अवधि तक के लिए विधिमान्य होगी और उसके पश्चात् प्रभावशाली क्वालिटी सुनिश्चित पद्धति के जारी रहने के आधार पर मरीक्षण की जाएगी :

परन्तु यदि केन्द्रीय सरकार की यह राय है कि जनसाधारण के हित में किसी भी विनिर्माण एकक को दी गई मान्यता वापिस की जानी चाहिए तो केन्द्रीय सरकार, उस एकक को उचित अवसर देते हुए, अधिनियम की धारा 7 के अन्तर्गत मान्यता वापिस ले सकती है।

(ख) उत्पादन के दौरान क्वालिटी नियंत्रण :

(1) कोई भी विनिर्माण एकक जिसके पास उपाबंध-III के अनुसार उत्पादन के दौरान क्वालिटी नियंत्रण की पर्याप्तता है, परिषद् के निम्नलिखित निकटतम कार्यालय को आवेदन कर सकता है।

मुख्य कार्यालय:
निर्यात निरीक्षण परिषद्,
14/1-बी, एजरा स्ट्रीट,
कलकत्ता-700001

क्षेत्रीय कार्यालय :

1. निर्यात निरीक्षण परिषद्,
अमन चैम्बर्स, पांचवीं मंजिल,
113, महर्षि कर्वे रोड,
बम्बई-400004

2. निर्यात निरीक्षण परिषद्,
मनोहर बिल्डिंगस,
महात्मा गांधी रोड,
एर्नाकुलम, कोचीन-682011

3. निर्यात निरीक्षण परिषद्,
670, सैक्टर 16-ए,
मथुरा रोड,
फरीदाबाद

(2) परिषद् द्वारा नियुक्त पैनलों में से कोई एक विनिर्माण एकक में जाएगा और यह सुनिश्चित करेगा कि उत्पादन के दौरान प्रभावशाली क्वालिटी नियंत्रण पद्धति को समाधानपूर्वक अपनाया जा रहा है या नहीं।

(ग) परेषणानुसार निरीक्षण:

स्तम्भ (क) तथा (ख) में विनिर्दिष्ट अपेक्षाओं की संतुष्टि न करने वाला विनिर्माण एकक अपना निर्यात परेषण निरीक्षण के लिए किसी भी अभिकरण को देगा जो यह सुनिश्चित करने के लिए परीक्षण करेगा कि इनके द्वारा विनिर्मित उत्पाद अधिनियम की धारा 6 के अन्तर्गत केन्द्रीय सरकार द्वारा मान्य विनिर्देशों का अनुरूप है या नहीं।

(3) सुरक्षा तथा स्वाथ्य के लिए हानिकारक मदों के निरीक्षण प्रमाणपत्रों के लिए निम्नलिखित प्रक्रिया अपनाई जाएगी, यथा :—

(क) उप-नियम (2) के स्तम्भ (क) की स्वयं प्रमाणीकरण योजना के अधीन मान्यता प्राप्त कोई भी विनिर्माण एकक, इनके द्वारा विनिर्मित, निर्यात परेषणों की निर्यात योग्यता का प्रमाणपत्र जारी कर सकेगा।

(ख) (i) सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों का निर्यात करने का इच्छुक निर्यातकर्त्ता (स्वयं प्रमाणीकरण योजना के अधीन मान्यता प्राप्त विनिर्माण एककों से भिन्न) अपना ऐसा करने के आशय की सूचना लिखित रूप में देगा, तथा ऐसी सूचना के साथ इस निर्यात से संबंधित निर्यात संविदा में दिए गए विनिर्देशों की घोषणा, सभी तकनीकी विशेषताओं का विवरण देते हुए, अभिकरणों में से किसी एक अभिकरण को देगा ताकि वह उप-नियम (2) के खंड (ख) या खंड (ग) के अवतरण में निरीक्षण कर सके।

(ii) वह उसी समय निरीक्षण के लिए अपनी ऐसी सूचना की एक प्रतिलिपि निरीक्षण अभिकरण के कार्यालय के निकटतम परिषद् के कार्यालय को देगा।

(ग) उप-नियम (2) के खंड (ख) के अंतर्गत अनुमोदित एककों द्वारा विनिर्मित उत्पादों के निर्यात के लिए निर्यात कर्त्ता ऐसी सूचना सहित यह घोषणा करेगा की निर्यात के लिए अभियत सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों को, उपाबंध-(III) में अधिकथित क्वालिटी नियंत्रणों का प्रयोग करते हुए विनिर्माण किया गया है तथा परेषण, इस प्रयोजन के लिए मान्यता प्राप्त विनिर्देशों की अपेक्षाओं को पूरा करता है।

(घ) खंड (ख) या खंड (ग) के अधीन प्रत्येक सूचना तथा घोषणा पत्र विनिर्माता के परिसर से परेषण के भेजे जाने से कम से कम दो सप्ताह पहले अभिकरण तथा परिषद् के कार्यालय में पहुंचना चाहिए।

(ङ) निर्यात कर्ता परेषण पर लागू होने वाले पहचान चिन्ह भी अभिकरण को देगा।

(च) खंड (ख) या खंड (ग) के अधीन सूचना तथा घोषणा प्राप्त होने पर अभिकरण :—

(i) उप-नियम (2) के खंड (ख) के अधीन अनुमोदित एककों द्वारा विनिर्मित उत्पाद का निर्यात करने वाले निर्यात कर्ता की दशा में, अपना यह समाधान कर लेने पर कि विनिर्माण की प्रक्रिया के दौरान एकक ने उपाबंध III में दिए गए पर्याप्त क्वालिटी नियंत्रणों का प्रयोग किया है तथा इस संबंध में परिषद् द्वारा जारी किए गए अनुदेशों का, यदि कोई हो, पालन किया गया है, तीन दिनों के भीतर एक प्रमाणपत्र यह घोषणा करते हुए जारी करेगा कि सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों का परेषण निर्यात योग्य है। तथापि, अभिकरण आवर्ती निरीक्षणों से यह सुनिश्चित करेगा कि विनिर्माण परिसर पर पर्याप्त नियंत्रणों का प्रयोग किया गया है।

(ii) उप-नियम (2) के खंड (ग) के अन्तर्गत आने वाले एककों द्वारा विनिर्मित उत्पादों का निर्यात कर्ता द्वारा निर्यात करने की दशा में, सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों का निरीक्षण यह देखने के विचार से किया जाएगा कि उत्पाद इस प्रयोजन के लिए मान्य विनिर्देशों के अनुरूप है।

(छ) (i) निरीक्षण की समाप्ति के पश्चात् अभिकरण उसी समय परेषण में पैकेज को इस प्रकार यह सुनिश्चित करने के लिए सील बन्द करेगा कि सील पैकेजों के साथ छेड़-छाड़ न की जा सके।

(ii) परेषण की अस्वीकृति की दशा में, यदि निर्यात कर्ता चाहे तो, अभिकरण द्वारा परेषण सीलबंद नहीं किया जाएगा।

(iii) तथापि, ऐसे मामलों में निर्यात कर्ता अस्वीकृति के विरुद्ध कोई अपील करने का अधिकारी नहीं होगा।

(ज) यदि अभिकरण का यह समाधान हो जाता है कि सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों का परेषण इन नियमों के अधीन अपेक्षाओं को पूरा करता है तो वह निरीक्षण की समाप्ति के सात दिनों के भीतर, निर्यात कर्ताओं को यह घोषणा करते हुए प्रमाण पत्र जारी करेगा कि परेषण निर्यात-योग्य है :

परन्तु, जहां अभिकरण का इस प्रकार का समाधान नहीं हो पाता, वहां उक्त सात दिनों की अवधि के भीतर, कारणों सहित अस्वीकृति पत्र जारी करेगा।

(झ) अभिकरण द्वारा, जब भी और जहां भी अपेक्षित हो, निर्यात कर्ता निर्यात किए जाने वाले परेषण में से सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों के नमूने निःशुल्क देगा। तथापि, ऐसे नमूने निरीक्षण करने के पश्चात् अभिकरण द्वारा वापिस कर दिए जाएंगे।

4. मान्यता प्राप्त चिन्हों का चिपकाना एवं उसकी प्रक्रिया : भारतीय मानक संस्थान (प्रमाणीकरण चिह्न) अधिनियम, 1952 (1952 का 36), भारतीय मानक संस्थान (प्रमाणीकरण चिन्ह) नियम, 1955, तथा भारतीय मानक संस्थान (प्रमाणीकरण चिन्ह) विनियमन, 1955 के प्रावधानों, को निर्यात के लिए सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों पर मान्यता प्राप्त चिह्न अथवा मुहर चिपकाने की प्रक्रिया के संबंध में जहां भी लागू किया जा सकता है तथा इस चिन्हित सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदें नियम 3 के अंतर्गत किसी भी निरीक्षण के अधीन नहीं होंगी।

5. निरीक्षण का स्थान :—इन नियमों के अधीन निरीक्षण विनिर्माता के परिसर पर ही किए जाएंगे।

6. निरीक्षण शुल्क :—निर्यात कर्ता द्वारा निरीक्षण शुल्क अभिकरण को निम्न रूप में दिया जाएगा :—

(क) स्वयं प्रमाणीकरण योजना के अधीन एककों के लिए : 5 लाख रु० प्रति वर्ष से कम के निर्यात के लिए 1000 रुपए प्रतिवर्ष।

5 से 25 लाख रुपए प्रतिवर्ष से अधिक के निर्यात के लिए: 2500 रुपए प्रति वर्ष।

25 से 50 लाख रुपए प्रतिवर्ष अधिक के निर्यात के लिए: 5,000 रुपए प्रतिवर्ष।

50 से 100 लाख रुपए से अधिक प्रतिवर्ष के निर्यात के लिए: 10,000 रुपए प्रतिवर्ष।

एक करोड़ रुपए से अधिक के निर्यात के लिए: 20,000 रुपए प्रतिवर्ष।

(ख) उत्पाद क्वालिटी नियंत्रण योजना के अधीन एककों के लिए : पोत पर्यन्त मूल्य के प्रति 100 रुपए या 0.2 प्रतिशत की दर से किन्तु कम से कम 100 रुपए (सौ रुपए) ।

(ग) परेषणानुसार निरीक्षण योजना के अधीन एककों के लिए : पोत पर्यन्त मूल्य के प्रति सौ रुपए पर 0.5 प्रतिशत की दर से किन्तु कम से कम 100 रुपए (सौ रुपए) ।

7. अपील :

(1) नियम 3 के अधीन, अभिकरण द्वारा प्रमाण पत्र देने से इंकार किए जाने से व्यथित ऐसे इंकार की सूचना प्राप्त होने के बस दिनों के भीतर, केन्द्रीय सरकार द्वारा सधिधित न्यूनतम तीन व्यक्तियों के विशेषज्ञों के पैनल को अपील कर सकेगा ।

(2) विशेषज्ञों के पैनल की कुल सदस्यता के दो-तिहाई सदस्य गैर सरकारी होंगे ।

(3) पैनल की गणपूर्ति तीन की होगी ।

(4) प्राप्त होने के पन्द्रह दिनों के अन्दर अपील निपटा दी जाएगी ।

उपाबंध--III

(नियम 3 देखिए)

स्वयं प्रमाणीकरण के मानदंड

उपाबंध III के अनुसार, विनिर्माता के पास प्रभावशाली उत्पाद क्वालिटी नियंत्रण प्रणाली होनी चाहिए ।

1. उत्पाद या उपकरण, जिसके लिए परख राष्ट्रीय और अन्तर्राष्ट्रीय मानकों में वर्णित की गई है, वह मान्यता प्राप्त परख सदन द्वारा भारत या विदेश में परखी जानी चाहिए : यदि उचित प्रमाणपत्र उपलब्ध करा दिए जाएं तो भारतीय उत्पाद की परख के लिए विदेशी सहायक सुविधाएं भी मिल सकेंगी ।

2. विनिर्माण एकक व्यापक क्वालिटी नियंत्रण प्रलेखों को रखने की जिम्मेदारी लेगा जिसमें विशेषतौर पर क्वालिटी विनिर्देशों के लिए विदेशी क्रेताओं से प्राप्त हुए पूर्ण प्रतिपुष्टि आकड़े और उनको ठीक करने के लिए की गई कार्यवाहियां भी शामिल होनी चाहिए ।

3. निशुल्क व्यापार क्षेत्रों को छोड़कर सभी विनिर्माण एककों के पास इनके द्वारा बेची गई सामग्री की क्वालिटी के बारे में देश के उपभोक्ताओं की संतुष्टि का कम से कम तीन वर्ष का अभिलेख होना चाहिए ।

4. विनिर्माण एककों के पास विदेशी बाजारों में उपभोक्ताओं की क्वालिटी के बारे में संतुष्टि का तीन वर्ष से अधिक का अभिलेख होना चाहिए ।

उपाबंध—III

(नियम 3 देखिए)

क्वालिटी नियंत्रण

सुरक्षा तथा स्वास्थ्य के लिए हानिकारक मदों की क्वालिटी विनिर्माण विभिन्न प्रक्रमों पर सुनिश्चित की जाएगी ।

1. क्रय की गई सामग्री तथा संघटक नियंत्रण :

(क) प्रयुक्त की जाने वाली सामग्रियों या संघटकों के गुणधर्मों तथा सहनों के साथ उनके ब्यौरेवार विभागों को सम्मलित करते हुए क्रय विनिर्देश विनिर्माता द्वारा अधिकथित किए जाएंगे

(ख) स्वीकृत परेषण, या तो क्रय विनिर्देशों की आवश्यकताओं को संपुष्ट करने वाले उत्पादक के परख प्रमाण पत्र होंगे, अथवा ऐसे परख प्रमाणपत्रों की अनुपस्थिति में प्रत्येक परेषण से नमूनों की परख क्रय विनिर्देशों से इसकी अनुरूपता की जांच करने के लिए की जाएगी । परेषण की शुद्धता को सत्यापित करने के लिए कम से कम पांच में से एक बार उत्पादक के परख प्रमाण-पत्रों की प्रति जांच की जाएगी ।

(ग) बाहर से आने वाले परेषणों को सांख्यिकी नमूना योजना के प्रतिकूल क्रय विनिर्देशों की अनुरूपता को सुनिश्चित करने के लिए निरीक्षित एवं परखा जाएगा ।

(घ) निरीक्षण एवं परख क्रियान्वित करने के पश्चात् व्यवस्थित पद्धति दोषपूर्ण नगों का निपटान तथा उचित वियोजन करने के लिए अपनाई जाएगी ।

(ङ) उपरोक्त नियंत्रणों के बारे में पर्याप्त अभिलेख व्यवस्थित रूप से रखे जाएंगे ।

2. प्रक्रिया नियंत्रण :

(क) ब्यौरेवार प्रक्रिया विनिर्देशों विनिर्माण की विभिन्न प्रक्रियाओं के लिए विनिर्माता द्वारा अधिकथित किए जाएंगे ।

(ख) प्रक्रिया विनिर्देशों में अधिकथित प्रक्रियाओं नियंत्रणों के लिए उपस्कर या उपकरण सुविधाएं पर्याप्त होंगे ।

(ग) विनिर्माण की प्रक्रिया के दौरान प्रयुक्त नियंत्रणों के सत्यापन को सुनिश्चित करने के लिए पर्याप्त अभिलेख रखे जाएंगे ।

3. उत्पाद नियंत्रण :

(क) मानक विनिर्देशों के अनुसार उत्पाद की परख करने के लिए विनिर्माता के पास या तो अपनी परख सुविधाएं होंगी या किसी अन्य स्थान पर विद्यमान ऐसी परख सुविधाओं के लिए पहुंच होगी ।

(ख) इस पर पर्याप्त अभिलेख रखे जाएंगे ।

(ग) प्रत्येक सभा अधिकथित निरीक्षण जांच सूची के विरुद्ध जांच करेगी ।

4 मौसमी नियंत्रण :

(क) उत्पाद तथा निरीक्षण में प्रयुक्त मापकों और उपकरणों की कालिक जांच या अंशशोधन किया जाएगा और वृत्तकार्ड के रूप में अभिलेख रखे जाएंगे ।

5. परिरक्षण नियंत्रण

(क) विनिर्माता द्वारा मौसमी दशाओं के प्रतिकूल प्रभाव से उत्पाद की रक्षा करने के लिए ब्यौरेवार विनिर्देश अधिकथित किए जाएंगे ।

(ख) उत्पाद, भंडारकरण और अभिवहन के दौरान, दोनों में अच्छी तरह से परिरक्षित किया जाएगा ।

6. पैकिंग नियंत्रण :

(क) पूर्वोक्त उत्पाद की पैकिंग के लिए एक विनिर्देश अधिकथित किया जाएगा ।

[सं० 6(37)/76-नि० नि० तथा नि०उ०]

के० वी० बालसुब्रह्मण्यम्, उप निदेशक

ORDER

S.O. 2304.—Whereas the Central Government is of opinion that it is necessary and expedient so to do for the development of the export trade of India and in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act 1963 (22 of 1963) safety and health hazard items shall be subject to quality control and inspection prior to export;

And whereas the Central Government has formulated the proposals specified below for the said purpose and has forwarded the same to the Export Inspection Council as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964;

Now, therefore, in pursuance of the said sub-rule, the Central Government hereby publishes the said proposals for the information of the public likely to be affected thereby.

2. Notice is hereby given that any person desiring to forwarded any objections or suggestions with respect to the said proposals may forward the same within forty five days of the date of publication of this order in the Gazette of India, to the Export Inspection Council, 14/1B, Ezra Street, Calcutta-1.

PROPOSALS

(1) To notify that safety and health hazard items shall be subject to quality control and inspection, prior to export;

(2) To specify the type of quality control and inspection in accordance with the draft safety and health hazard items (Quality Control and Inspection) Rules 1977 set out in Annexure-I to this order as the type of Quality Control and Inspection which would be applied to such safety and health hazard items prior to export;

(3) To recognise

(a) Indian Standard specifications or any other national standard specifications ;

(b) the specifications issued by Government Departments or public undertakings of any foreign country, declared by the exporter as the agreed specification for safety and health hazard items ;

(c) the specifications which do not fall under clause (a) or (b) above but are approved by panels of experts appointed by the Export Inspection Council for the purpose of examining and approving such standards declared by the exporter as contractual specifications as the standard specifications for safety and health hazard items ;

(4) To prohibit the export in the course of international trade of such safety and health hazard items unless the same are accompanied by a certificate issued by any one of the Agencies recognised or established by the Central Government under section 7 of the Export (Quality Control and Inspection) Act-1963 (22 of 1963) to the effect that the safety and health hazard items satisfy the conditions relating to quality control and inspection and are exportworthy or carry a mark or seal recognised by the Central Government under section 8 of the said Act ;

3. Nothing in this order shall apply to the export by land, sea of air or samples of safety and health hazard items to prospective buyers, the f.o.b. value of which do not exceed rupees one hundred and twenty five.

4. In this order, 'safety and health hazard items' shall mean any one of the products listed below ;

1. Electrical accessories and appliances, all types
2. Electric switch gear and control gear (low tension and high tension)
3. Electric lamps, fluorescent tubes, all types
4. Electric motors, all types.
5. Power and Distribution transformers
6. Oil pressure stoves and lanterns
7. Razor blades
8. Pressure cookers
9. Baby boilers
10. Gas cylinders.

ANNEXURE I

[Draft rules proposed to be made under section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963)]

1. Short title and commencement.—(1) These rules may be called the Export of safety and health hazard items (Quality Control and Inspection) Rules, 1977.

(2) They shall come into force.....

2. Definitions.—In these rules, unless the context otherwise requires :—

(a) "Act" means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963);

(b) "Agency" means any one of the agencies established or any other organisation recognised by the Central Government under section 7 of the Act ;

(c) 'Safety and health hazard items' means anyone of the products listed below :

1. Electrical accessories and applicances, all types.
2. Electrical switch gear and control gear (low tension and high tension).
3. Electric lamps, Fluorescent tubes, all types.
4. Electric Motors, all types.
5. Power and Distribution transformers.
6. Oil pressure stoves and lanterns.
7. Razor blades.
8. Pressure cookers.
9. Baby boilers.
10. Gas cylinders.

3. Basis and Procedure for Inspections.—(1) The inspection shall be carried out with a view to ensuring that safety and health hazard items intended for export, have been produced by exercising the levels of control specified in Annexure II or Annexure III or the quality of the same conforms to the specifications recognised by the Central Government under section 6 of the Act .

(2) Any one of the following schemes of inspection shall be adopted for safety and health hazard items, namely :—

(a) Self Certification :

(i) Any manufacturing unit fulfilling the norms listed in Annexure II shall apply to Export Inspection Council, 14/1-B, Ezra Street, Calcutta-1.

(ii) Any one of the panels appointed by Council shall visit such unit and assess as to whether effective quality assurance system is operating satisfactorily.

(iii) The units that are approved by the panel shall be recognised under section 7 of the Act, enabling them to issue certificates of exportworthiness for their export consignments.

(iv) Such recognition shall be valid for a period of 3 years, and shall be renewed thereafter based on the continuance of the effective quality assurance system.

Provided that if the Central Government is of opinion that any recognition granted to any manufacturing unit should, in the public interest, be withdrawn, the Central Government may, after giving a reasonable opportunity to that unit, withdraw the recognition under section 7 of the Act.

(b) In process quality control :—(i) Any manufacturing unit having adequate in process quality control as per annexure-III shall apply to the nearest office of Council, given below :

Head Office :—

Export Inspection Council,
14/1B, Ezra Street,
Calcutta-700001.

Regional Offices :—

1. Export Inspection Council,
Aman Chambers, 4th floor,
113, Maharshi Karve Road,
Bombay-400004.

2. Export Inspection Council,
Manohar Bldg.
Mahatma Gandhi Road,
Ernakulam Cochin-682011.

3. Export Inspection Council,
670-Sector 16-A,
Mathura Road,
Faridabad.

(ii) Anyone of the panels appointed by the Council shall visit the manufacturing unit and assess as to whether an effective in process quality control system is operating satisfactorily.

(c) Consignmentswise inspection.—An manufacturing unit not satisfying the requirements specified in clauses (a) and (b), shall offer to any agency their export consignments for inspection which shall be done to ensure that the products manufactured by it conforms to the specification recognised by Central Government under Section 6 of the Act.

(3) The following procedure shall be followed for inspection certification of safety and health hazard items, namely:—

(a) Any manufacturing unit recognised under self-certification scheme under clause (a) sub-rule (2), shall issue certificate of exportworthiness for export consignments, manufactured by it.

(b) (i) Any exporter (other than those manufacturing units recognised under self certification scheme) intending to export safety and health hazard items shall give intimation in writing of his intention so to do and submit alongwith such intimation a declaration of the specifications giving details of all technical characteristics as stipulated in the export contract relating to such export, to any one of the Agencies to enable it to carry out inspection in accordance with clause (b) or clause (c).

(ii) He shall at the same time endorse a copy of such intimation for inspection to the Office of the Council nearest to the office of the agency.

(c) For export of products manufactured by units approved under clause (b) of sub-rule (2) the exporter shall also submit alongwith such intimations a declaration that the safety and health hazard items intended for export has been manufactured by exercising quality control as laid down in Annexure III and that the consignment conforms to the requirements, of the specifications recognised for this purpose.

(d) Every intimation and declaration under clause (b) or clause (c) shall reach the office of the agency and the Council not less than two weeks prior to the despatch of the consignment from the manufacturer's premises.

(e) The exporters shall also furnish to the agency the identification marks applied on the consignment.

(f) On receipt of the intimation and declaration under clause (b) or clause (c), the agency:

(i) In the case of an exporter exporting products manufactured by units approved under clause (b) of sub-rule (2) on satisfying itself that during the process of of manufacture the unit, had exercised adequate quality control as provided under Annexure III and the instructions, if any, issued by the Council in this regard, shall within three days issue a certificate declaring the consignment of safety and heatlh hazard items as exportworthy. However, the Agency shall, ensure through periodic inspections that adequate controls are exercised at the manufacturing premises.

(ii) In case of exporter exporting products manufactured by units falling under clause (c) and sub rule (2) the agency shall carry out inspection of safety and health hazard items with a view to ensuring that the products conform to the specifications recognised for the purpose.

(g) (i) After completion of inspection, the agency shall immediately seal packages in the consignment in a manner so as to ensure that the sealed packages cannot be tampered with.

(ii) In case of rejection of a consignment, if the exporter so desires, the consignment may not be sealed by the agency.

(iii) In such cases, however, the exporter shall not be entitled to prefer any appeal against the rejection.

(h) If the agency is satisfied that the consignment of safety and health hazard items complies with the requirements under there rules it shall, within seven days of completion of inspection, issue a certificate to the exporters declaring that the consignment is exportworthy.

Provided that where the agency is not so satisfied, it shall within the said period of seven days issue a rejection letter communicating the reasons therefor.

(i) As and when required by the agency, the exporter shall supply free of charge for inspection and testing, samples of safety and health hazard items from export consignment, such samples shall however, be returned by the agency after done with.

4. Affixation of recognised mark and procedure thereof; The provisions of the Indian Standards Institution (Certification Marks) Act, 1952 (36 of 1952), the Indian Standard Institution (Certification Marks) Rules, 1955 and the Indian Standards Insttiution (Certification Marks) Regulations, 1955 shall so far as may be apply in relation to the procedure of affixation of the recognised mark or seal on safety and health hazard items to export and safety and health hazard items so marked shall not be subjected to any inspection under rule 3.

5. Place of Inspection.—Inspection under these rules shall be carried out at the premises of the manufacturer only.

6. Inspection fee.—Inspection fee shall be paid by the exporter to the agency as under :

(a) for units under self-certification scheme:

Rs. 1000 per annum for exports of less than Rs. 5 lakhs per annum.

Rs. 2500 per annum for exports of over Rs. 5 to 25 lakhs per annum.

Rs. 5000 per annum for exports of over Rs. 25 to 50 lakhs per annum.

Rs. 10000 per annum for export of over Rs. 50 to 100 lakhs per annum.

Rs. 20000 per annum for exports exceeding rupees one crore.

(b) For units under in process quality control scheme: at the rate of 0.2 per cent of the f.o.b. value subject to a minimum of Rs. 100 (Rupees one Hundred).

(c) For units under consignmentwise inspection scheme: at the rate of 0.5 per cent of f.o.b. value subject to minimum of Rs. 100 (Rupees One Hundred).

7. Appeal.— (1) Any person aggrieved by the refusal of the agency to issue a certificate under rule 3 may within ten days of the receipt of the communication of such refusal by him, prefer an appeal to a panel of experts, consisting of not less than three persons, that may be constituted by the Central Government.

(2) The panel shall consist of at least two-third of non-officials of the total memberships of the panel of experts.

(3) The quorum for the panel shall be three.

(4) The appeal shall be disposed of within fifteen days of its receipt.

ANNEXURE—III

(See rule 3)

Norms of self-certification :

The manufacturer shall have an effective in process quality control system as outline in Annexure III.

1. The product or equipment for which type testing has been prescribed in national and international standards should have been type tested in India or abroad by a recognised test house; type testing of the Indian products with the collaborators facilities abroad, would also be admissible subject to proper certificates being made available.

2. The manufacturing unit shall undertake to maintain comprehensive quality control documentation which shall in particular include complete feedback data received from the overseas buyers on quality specifications and the corrective actions taken.

3. The manufacturing units other than in Free Trade Zones shall have a record of continuous consumer satisfaction within the country with regard to the quality of its supplies for a minimum period of three years.

4. The manufacturing unit shall have a record of continuous consumer satisfaction for quality over a period of three years in the overseas markets.

ANNEXURE—III

(See rule 3)

Qualtiy Control :

The quality of the safety and health hazard items shall be ensured by exercising the control at different stages of manufacture.

1. Bought out materials and components control :

(a) Purchase specifications shall be laid down by the manufacturer incorporating the properties of materials or components to be used and the detailed dimensions thereof with tolerance.

(b) The accepted consignments shall be either accompanied by a producer's test certificate corroborating the requirement of the purchase specifications or in the absence of such test certificates, samples from each consignment shall be regularly tested to check up its conformity to the purchase specifications. The producer's test certificate shall be counter-checked atleast once in five consignments to verify the correctness.

(c) The incoming consignments shall be inspected and tested for insuring conformity to purchase specifications against statistical sampling plans.

(d) After inspection and tests are carried out, systematic methods shall be adopted for proper segregation and disposal of defectives.

(e) Adequate records in respect of the above mentioned controls shall be systematically maintained.

2. Process Control :

(a) Detailed process specifications shall be laid down by the manufacturers for various processes of manufacture.

(b) Equipment or instrumentation facilities shall be adequate to control the processes as laid down in the process specifications.

(c) Adequate records shall be maintained to enable the verification of the controls exercised during the process of manufacture.

3. Product Control :

(a) The manufacturer shall either have his own testing facilities or shall have access to such testing facilities existing elsewhere to test the product as per the standard specification. Adequate records thereof shall be maintained.

(b) Each and every assembly shall be checked against a laid down inspection check list.

4. Metrological Control :

(a) Gauges and instruments used in the production and inspection shall be periodically checked or calibrated and records shall be maintained in the form of history cards.

5. Preservation Control :

(a) A detailed specification shall be laid down by the manufacturer to safeguard the product from adverse effects of weather conditions.

(b) The product shall be well preserved both during storage and during transit.

6. Packing Control :

(a) A specification shall be laid down for packing the aforesaid products.

[No. 6(37)/76-El & EP]

K. V. BALASUBRAMANIAM, Dy. Director

नई दिल्ली, 1 जुलाई, 1977

(तम्बाकू उद्योग विकास परिषद्)

का०आ० 2305.—तम्बाकू बोर्ड नियम 1976 के नियम 3 तथा 4 के साथ पठित तम्बाकू बोर्ड अधिनियम, 1975 (1975 का 4) की धारा 4 की उपधारा (4) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री डी०के० गांगुली, अवर सचिव (वित्त प्रभाग), वाणिज्य मंत्रालय, नई दिल्ली को श्री राज पाल, निदेशक (वित्त प्रभाग) के इस मंत्रालय से स्थानान्तरण होने पर खाली हुए स्थान पर तम्बाकू बोर्ड के सदस्य के रूप में एतद्द्वारा नियुक्त करती है और भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं० का०आ० 5417 दिनांक 17 दिसम्बर, 1975 में निम्नोक्त और संशोधन करती है; अर्थात् :—

उक्त अधिसूचना में "धारा 4 की उपधारा (4) के खण्ड (ग) के उपखण्ड (iii) के अधीन नियुक्त" शीर्षक के अन्तर्गत क्रमांक 7 तथा उससे सम्बद्ध प्रविष्टियों के स्थान पर निम्नोक्त क्रमांक तथा प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :—

"7. श्री डी०के० गांगुली, अवर सचिव, (वित्त प्रभाग), वाणिज्य मंत्रालय, उद्योग भवन, नई दिल्ली ।	सदस्य..... (वित्त से संबंधित मंत्रालय का प्रतिनिधित्व करने के लिए)।"

[सं० 1(24)/76/ई०पी० (एग्री० I)]

एन० के० गुप्ता, डैस्क अधिकारी

New Delhi, the 1st July, 1977

(Tobacco Industry Development Council)

S.O. 2305.—In exercise of the powers conferred by clause (c) of sub-section (4) of section 4 of the Tobacco Board Act, 1975 (4 of 1975), read with rules 3 and 4 of the Tobacco Board Rules, 1976, the Central Government hereby appoints Shri D. K. Ganguli, Under Secretary (Finance Division), Ministry of Commerce, New Delhi as member of the Tobacco Board in the vacancy caused by the transfer of Shri Raj Pal, Director (Finance Division) from that Ministry and makes the following further amendment in the notification of the Government of India in the Ministry of Commerce No. S.O. 5417 dated the 17th December, 1975, namely :—

In the said notification, under the heading "Appointed under sub clause (iii) of clause (c) of sub-section (4) of Section 4", for Serial No. 7 and the entries relating thereto, the following Serial No. and entries shall be substituted, namely :—

"7. Shri D. K. Ganguli, Under Secretary, (Finance Division), Ministry of Commerce, Udyog Bhavan, New Delhi.	Member (To represent the Ministry dealing With Finance)".

[No. 1(24)/76-EP (Agri. I)]

N. K. GUPTA, Desk Officer

वाणिज्य मंत्रालय

मुख्य संयुक्त नियंत्रक, आयात-निर्यात का कार्यालय

(लोहा और इस्पात प्रभाग)

मद्रास, 6 मई, 1977

आदेश

का०आ० 2306.—अप्रैल-70/मार्च-71 अवधि के लिए सामान्य मुद्रा क्षेत्र और यू०के० क्रेडिट के अन्तर्गत टिन प्लेट वेस्ट का आयात करने के लिए मेसर्स कोठापल्ली जर्दा फैक्टरी, करीमनगर, आन्ध्र प्रदेश के नाम में प्राधिकार पत्र के साथ मेसर्स हिन्दुस्तान स्टील लि० कलकत्ता-1 को 56,004, और 28,002 रुपए के लिए आयात लाइसेंस सं० पी/एस/8230292/सी/एक्स एक्स/52/एम/31-32/19/780 और पी/एस/8230293/आर/एम एल/52/एम/31-32/19/780 दोनों दिनांक 23-9-74 प्रदान किए गए थे। प्राधिकार पत्र धारक ने विषयाधीन आयात लाइसेंसों की सीमा-शुल्क निकासी प्रयोजन प्रतियों की अनुलिपि जारी करने के लिए इस आधार पर आवेदन किया है कि उक्त आयात लाइसेंसों की सीमा शुल्क प्रयोजन प्रतियां बिल्कुल उपयोग में लाए बिना और किसी भी सीमा शुल्क प्राधिकारी के पास पंजीकृत कराए बिना ही खो गई अथवा अस्थानस्थ हो गई है। अपने तर्क के समर्थन में आवेदक ने एक शपथ-पत्र दाखिल किया है।

मैं संतुष्ट हूं कि आयात लाइसेंस सं० पी/एस/8230292/सी/एक्स एक्स/52/एम/31-32/19/780 और पी/एस/8230293/आर/एम एल/52/एम/31-32/19/70 दोनों दिनांक 23-9-74 की सीमा शुल्क निकासी प्रयोजन प्रतियां खो गई हैं और निदेश देता हूं कि आवेदक को आयात लाइसेंसों की सीमा शुल्क प्रयोजन प्रतियां जारी की जानी चाहिए। आयात लाइसेंस सं० पी/एस/8230292/सी/एक्स एक्स/52/एम/31-32/19/780 और पी/एस/8230293/आर/एम एल/31-32/19/780, दोनों दिनांक 23-9-74 की मूल सीमा शुल्क प्रयोजन प्रतियां एतद्द्वारा रद्द की जाती हैं।

[मि० सं० आई एंड एस/टी पी/780/70-71]

के० एम० आर० मेनन, उप-मुख्य नियंत्रक

MINISTRY OF COMMERCE

Office of the Joint Chief Controller of Imports and Exports

(Iron and Steel Division)

Madras, the 6th May, 1977

ORDER

S.O. 2306.—M/s. Hindustan Steel Ltd., Calcutta-1 was issued an import licences No. P/S/8230292/C/XX/52/M/31.32/19/780 and P/S/8230293/R/ML/52/M/31.32/19/780 both dt. 23-9-1974 for import of Tinplate Waste for Rs. 56,004 and Rs. 28,002 under General Currency Area and U.K. Credit for the period April, 70/March, 71 with letter of authority in favour of M/s. Kothapalli Zarda Factory, Karimnagar, A.P. The Letter of Authority holder have now applied for the issue of duplicates of the Customs Clearance Purposes copies of the Import Licences in question on the ground that the Customs Clearance Purposes copies of the above import licences have been lost or misplaced without having been registered with any Customs Authority and utilised at all. In support of their contention, the applicant has filed an affidavit.

I am satisfied that the original Customs Clearance Purposes Copies of the Import Licences No. P/S/8230292/C/XX/52/M/31.32/19/780 and P/S/8230293/R/ML/52/M/31.32/19/780 both dt. 23-9-1974 have been lost and direct that a duplicate Customs Clearance Purposes Copies of Import Licences should be issued to the applicant. The original Customs Clearance Purposes Copies of the Import Licences No. P/S/8230292/C/XX/52/M/31.32/19/780 and P/S/8230293/R/ML/52/M/31.32/19/780 both dt. 23-9-1974 are hereby cancelled.

[F. No. I&S/TP/780/70-71]

K. M. R. MENON, Dy. Chief Controller

मुख्य-नियंत्रक, आयात-निर्यात का कार्यालय, नई दिल्ली

नई दिल्ली, 30 जून, 1977

आदेश

का०आ० 2307.—मेसर्स फायर स्टोन टायर एण्ड रबड़ कम्पनी आफ इण्डिया (प्रा०) लि०, बम्बई को पश्चिमी जर्मनी से पूंजीगत माल का आयात करने के लिए 20 अरब की पश्चिम जर्मन साख के अन्तर्गत 1,09,19,491 रुपए (एक करोड़ नौ लाख उन्नीस हजार चार सौ इक्यानवे रुपए मात्र) के लिए आयात लाइसेंस संख्या पी/सीजी/2068065/एस/जीएन/53/एच/39-40/सीजी-1, दिनांक, 27-11-1974 प्रदान किया गया था। उन्होंने उक्त लाइसेंस की मुद्रा विनिमय नियंत्रण प्रति की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल मुद्रा विनिमय नियंत्रण प्रति खो गई अर्थात अस्थानास्थ हो गई है। आगे यह भी बताया गया है कि मूल मुद्रा विनिमय नियंत्रण प्रति पार्टी के बैंकर द्वारा 1,09,19,491 रुपए के लिए साख-पत्र खोलने के लिए उपयोग में लाई गई है/पृष्ठांकित किया गया है। पार्टी ने लाइसेंस का 1,04,78,753 रुपए के लिए उपयोग किया है और लाइसेंस में बिना उपयोग किया हुआ 4,40,739 रुपए शेष है। मुद्रा विनिमय नियंत्रण प्रति की अनुलिपि प्रति साख-पत्र की अवधि बढ़ाने के लिए आवश्यक है और उनके बैंकर द्वारा आवश्यक पृष्ठांकन भी करना है।

2. अपने तर्क के समर्थन में लाइसेंसधारी ने नोटरी, महाराष्ट्र राज्य के सम्मुख विधिवत शपथ लेते हुए स्टाम्प कागज पर एक शपथ-पत्र दाखिल किया है। तत्नुसार, मैं सन्तुष्ट हूं कि विषयाधीन लाइसेंस की मूल मुद्रा विनिमय नियंत्रण प्रति खो गई है और अथवा अस्थानास्थ हो गई है। समय-समय पर यथा संशोधित आयात (नियंत्रण) आदेश 1955 की उपधारा 9 (सीसी) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग कर मेसर्स फायरस्टोन टायर एंड रबर कम्पनी आफ इंडिया प्रा०लि०, बम्बई के नाम में जारी किए गए उक्त लाइसेंस संख्या पी/सीजी/2068065, दिनांक 27-11-1974 की मूल मुद्रा विनिमय नियंत्रण प्रति एतद्द्वारा रद्द की जाती है।

3. आयात लाइसेंस संख्या पी/सीजी/2068065, दिनांक 27-11-1974 की मुद्रा विनिमय नियंत्रण प्रति की अनुलिपि प्रति पार्टी को अलग से जारी की जा रही है।

[संख्या 30(23)/72-73/सीजी/1]

जी० एस० ग्रेवाल, उप-मुख्य नियंत्रक

Office of the Chief Controller of Imports & Exports, New Delhi

New Delhi, the 30th June, 1977

ORDER

S.O. 2307.—M/s. Firestone Tyre & Rubber Co. of India (P) Ltd., Bombay were granted import licence No. P/CG/2068065/S/GN/53/H/39-40/CG. I dated 27-11-1974 for Rs. 1,09,19,491 (DM 35,16,076) (Rupees one crore, nine lakhs, nineteen thousand four hundred and ninetyone only) under DM 20 Million West German Credit for capital goods for the import of capital goods from West Germany. They have applied for issue of duplicate exchange control copy of the said licence on the ground that the original exchange control copy of the licence has been lost and or misplaced. It has further been stated that the original exchange control copy has been utilised/endorsed by Party's bankers for establishing letter of credit for Rs. 1,09,19,491. The party have utilised the licence for Rs. 1,04,78,753 and the balance un-utilised value in the licence is Rs. 4,40,738. The duplicate exchange control copy is required for extending the letter of credit and for making necessary endorsement by their bankers.

2. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Maharashtra State. I am, accordingly, satisfied that the original exchange control copy of the licence under reference has been lost and or misplaced. In exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order 1955 dated 7-12-1955, as amended from time to time the said original exchange control copy No. P/CG/2068065 dated

27-11-1974 issued to M/s. Firestone Tyre & Rubber Co. of Indian Pvt. Ltd., Bombay is hereby cancelled.

3. A duplicate exchange control copy of import licence No. P/CG/2068065 dated 27-11-1974 is being issued to the party separately.

[No. 30(23)/72-73/CG/I]
G. S. GREWAL, Dy. Chief Controller

आदेश

नई दिल्ली, 30 जून, 1977

का०आ० 2308.—सर्वश्री नेशनल प्रोडक्टस, 135 कवल बायरसन्द्रा, बंगलौर-560006 ने यह बताया है कि मिठाई विनिर्माण के लिए अरबी गोंद का आयात करने के लिए 25,000 रुपए के लिए उनको जारी किए गए आयात लाइसेंस संख्या पी/डी/2422267/सी/एक्सएक्स/60/एच/39-40, दिनांक 25-9-1976 की सीमा शुल्क प्रयोजन प्रति बिना उपयोग में लाए ही अस्थानस्थ हो गई/खो गई है ।

इस तर्क के समर्थन में सर्वश्री नेशनल प्रौडक्टस, बंगलौर ने एक शपथ-पत्र दाखिल किया है । अधोहस्ताक्षरी सन्तुष्ट है कि विषयाधीन मूल लाइसेंस (सीमा शुल्क प्रयोजन प्रति) अस्थानस्थ हो गई/खो गया है और निदेश देता है कि आयात लाइसेंस (सीमा शुल्क प्रयोजन प्रति) की अनुलिपि प्रति उनको जारी की जाए । मूल आयात लाइसेंस (सीमा शुल्क प्रयोजन प्रति) एतद् द्वारा रद्द की जाती है ।

आयात लाइसेंस (सीमा शुल्क प्रयोजन प्रति) अलग से जारी किया जा रहा है ।

[संख्या बी० एण्ड एफ/59(1)/74-75/आर एम-5]

एन० ए० कोहली, उप-मुख्य-नियंत्रक

ORDER

New Delhi, the 30th June, 1977

S.O. 2308.—It has been reported by M/s National Products, 135, Kaval Byrasandra, Bangalore-560006 that the Customs Purposes copy of their import licence No. P/D/2422267/C/XX/60/H/39-40 dt. 25-9-1976 issued to them for Rs. 25,000 (Rupees twenty five thousand only) for the import of Gum Arabic for the manufacture of confectionery has been misplaced/lost unutilised.

In support of this contention M/s. National Products, Bangalore have given an Affidavit. The undersigned is satisfied that the original import licence (customs purposes copy) in question has been misplaced/lost and direct that a duplicate import licence (customs purposes copy) should be issued to them. The original import licence (customs purposes) is hereby cancelled.

An import licence (customs purposes copy) is being issued separately.

[No. B&F/59(1)/74-75/RM-5]
N. A. KOHLY, Dy. Chief Controller

उद्योग मंत्रालय

(औद्योगिक विकास विभाग)

नई दिल्ली, 30 जून, 1977

का०आ० 2309.—केन्द्रीय सरकार, पेटेन्ट अधिनियम, 1970 (1970 का 39) की धारा 159 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पेटेन्ट नियम, 1972 में कतिपय और संशोधन करना चाहती है । जैसा कि उक्त धारा की उपधारा (3) में अपेक्षित है, प्रस्तावित संशोधनों का निम्नलिखित प्रारूप उन सभी व्यक्तियों को जानकारी के लिए प्रकाशित किया जा रहा है जिनके उससे प्रभावित होने की संभावना है । इसके द्वारा सूचना दी जाती है कि उक्त प्रारूप पर इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से एक मास की अवधि के पश्चात् विचार किया जाएगा ।

ऊपर विनिर्दिष्ट अवधि से पूर्व नियमों के उक्त प्रारूप की बाबत जो भी आक्षेप या सुझाव किसी व्यक्ति से प्राप्त होंगे, केन्द्रीय सरकार उन पर विचार करेगी ।

नियमों का प्रारूप

1. इन नियमों का नाम पेटेंट (संशोधन) नियम, 1977 है ।

2. पेटेन्ट नियम, 1972 के नियम 9 में, उपनियम (1) में,—

(1) "अंग्रेजी भाषा में" शब्दों के स्थान पर "या तो हिन्दी में या अंग्रेजी भाषा में" शब्द रखे जाएंगे ।

(2) "किसी हस्ताक्षर के सुवाच्य न होने पर" शब्दों से प्रारम्भ होने वाले और "बड़े अक्षरों में अंग्रेजी में उसके नाम का लिप्यन्तरण लिखा गया होगा" शब्दों के साथ समाप्त होने वाले भाग के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्:—

"किसी हस्ताक्षर के सुवाच्य न होने पर या जो हिन्दी या अंग्रेजी से भिन्न किसी लिपि में लिखा गया है, उसके साथ बड़े अक्षरों में या तो हिन्दी में या अंग्रेजी में उसके नाम का लिप्यन्तरण भी लिखा गया होगा" ।

[फा सं० 18(32)/74/पी० एंड सी०]

बी० एन० माथुर, अवर सचिव

MINISTRY OF INDUSTRY

(Department of Industrial Development)

New Delhi, the 30th June, 1977

S.O. 2309.—The following draft of certain rules further to amend the Patent Rules, 1972, which the Central Government proposes to make in exercise of the powers conferred by Section 159 of the Patents Act, 1970 (39 of 1970), is hereby published as required by sub-section (3) of the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft rules will be taken into consideration after a period of one month from the date of publication of this notification in the Official Gazette.

Any objections or suggestions which may be received from any person with respect to the said draft rules before the period so specified will be considered by the Central Government.

DRAFT RULES

1. These rules may be called the Patents (Amendment) Rules, 1977.

2. In rule 9 of the Patent Rules, 1972, in sub-rule (1),

(i) for the words "in the English language" the words "either in the Hindi or in the English language" shall be substituted ;

(ii) for the portion beginning with the words "Any signature which is not legible" and ending with the words "name in English in block letters", the following shall be substituted, namely :—

"Any signature which is not legible or which is written in a script other than Hindi or English shall be accompanied, by a transcription of the name either in Hindi or in English in block letters."

[F. No. 18(32)/74/P&C]
B. N. MATHUR, Under Secy.

(भारी उद्योग विभाग)

नई दिल्ली, 4 जुलाई, 1977

शुद्धि पत्र

का०आ० 2310.—वस्त्रसूती मशीनों के निर्माण अथवा उत्पादनरत अनुमूचित उद्योगों की विकास परिषद् की स्थापना करने के बारे में भारत सरकार, उद्योग मंत्रालय के भारी उद्योग विभाग के आदेश दिनांक 19-7-76 जिसे भारत के राजपत्र के भाग 2 खण्ड 3 उपखण्ड (ii) में दिनांक 19-7-76 को प्रकाशित किया गया, में निम्नलिखित संशोधन किया जायेगा :—

7. श्री आई ०के० केजरीवाल, अध्यक्ष,
इण्डियन जूट मिल एसोसिएशन,
रायल एक्सचेंज,
6, नेताजी सुभाष रोड,
कलकत्ता—700001

[सं० 2-52/76-एच०एम०(1)]

एस० कन्नन, उप सचिव

(Department of Heavy Industry)

New Delhi, the 4th June, 1977

CORRIGENDUM

S.O. 2310.—In the order of the Government of India, Ministry of Industry, Department of Heavy Industry dated 19-7-1976, establishing a Development Council for the scheduled industries engaged in the manufacture of production of Textile Machinery, published in the Gazette of India, Part-II, Section 3, Sub-Section (ii), dated the 19th July, 1976 the following amendment shall be made :—

7. Sh. I. K. Kejriwal, Chairman,
Indian Jute Mills Association,
Royal Exchange,
6, Netaji Subhas Road,
Calcutta-700001.

[No. 2052/76-H.M.(I)]

S. KANNAN, Dy. Secy.

कृषि और सिंचाई मंत्रालय

(कृषि विभाग)

नई दिल्ली, 4 जून, 1977

का०आ० 2311.—वन्य प्राणि (संरक्षण) अधिनियम, 1972 की धारा 50 के अन्तर्गत वन्य प्राणी संरक्षण के सहायक निदेशक श्री के०एन० वैद्य को शक्तियों को प्रयोग करने के लिए इसके द्वारा प्राधिकृत किया जाता है।

[सं० जे०13011/7/75-एफ०डी० (डब्ल्यू०एल०एफ०)]

MINISTRY OF AGRICULTURE & IRRIGATION

(Department of Agriculture)

New Delhi, the 4th June, 1977

S.O. 2311.—Shri K. N. Baidya, Assistant Director, Wild Life Preservation is hereby authorised to exercise powers under section 50 of the Wild Life (Protection) Act, 1972.

[No. J. 13011/7/75-FD(WLF)]

नई दिल्ली, 6 जून, 1977

का०आ० 2312.—श्री कृष्ण कुमार, निरीक्षक, वन्य-प्राणि, क्षेत्रीय कार्यालय नई दिल्ली को इसके द्वारा वन्य प्राणि (संरक्षण) अधिनियम, 1972 की धारा 50 के अन्तर्गत अधिनियम की उक्त धारा के उप-खण्ड (2) और (6) के अन्तर्गत प्रदत्त शक्तियों को छोड़कर अन्य शक्तियों के प्रयोग करने के लिये प्राधिकृत किया जाता है।

[सं० 2-14/77-एफ० आर० वाई० (डब्ल्यू०एल०एफ०)]

New Delhi, the 6th June, 1977

S.O. 2312.—Shri Krishan Kumar, Inspector, Wild Life Regional Office, New Delhi is hereby authorised to exercise powers under section 50 of the Wild Life (Protection) Act, 1972, except the powers provided under sub-sections (2) and (6) of the said section of the Act.

[No. 2-14/77-FRY(WIF)]

नई दिल्ली, 7 जून, 1977

का० आ० 2313.—वन्य प्राणि (संरक्षण) अधिनियम, 1972 (1972 का 53) की धारा 47 के खंड (क) के उप-खंड (1) के अनुसार वन्य प्राणि संरक्षण के निदेशक उक्त धारा के प्रयोजनों के लिए वन्य प्राणि संरक्षण के सहायक निदेशक श्री के० एन० वैद्य को इसके द्वारा प्राधिकृत करती है।

[सं० जे० 13011/7/75-एफ० डी० (डब्ल्यू० एल० एफ०)]

New Delhi, the 7th June, 1977

S.O. 2313.—In pursuance of sub-clause (i) of clause (a) of section 47 of the Wild Life (Protection) Act, 1972 (53 of 1972), the Director of Wild Life Preservation hereby authorises Shri K. N. Baidya, Assistant Director of Wild Life Preservation for the purposes of the said section.

[No. J. 13011/7/75-FD(WLF)]

का०आ० 2314.—वन्य प्राणि (संरक्षण) अधिनियम, 1972 (1972 का 53) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इसके द्वारा श्री के० एन० वैद्य को वन्य-प्राणि संरक्षण के सहायक निदेशक के पद पर नियुक्त करती है।

[सं० जे० 13011/7/75-एफ० डी० (डब्ल्यू० एल० एफ०)]

एन० डी० जयाल, निदेशक, वन्य-प्राणि संरक्षण

S.O. 2314.—In exercise of the powers conferred by sub-section (1) of section 3 of the Wild Life (Protection) Act, 1972 (53 of 1972), the Central Government hereby appoints Shri K. N. Baidya as Assistant Director of Wild Life Preservation.

[NO. J. 13011/7/75-FD(WLF)]

N. D. JAYAL, Director, Wilid Life Preservation.

(खाद्य विभाग)

आदेश

नई दिल्ली, 21 जून, 1977

का०आ० 2315.—राष्ट्रपति, केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियम, 1965 के नियम 9 के उपनियम (2), नियम 12 के उपनियम (2) के खंड (ख) और नियम 24 के उपनियम (1) के अनुसरण में, भारत सरकार के भूतपूर्व खाद्य, कृषि और सामुदायिक विकास तथा

सहकारिता मंत्रालय (खाद्य विभाग) की अधिसूचना सं० सा०का०नि० 635, तारीख 12 जनवरी, 1971 में निम्नलिखित संशोधन करने हैं, अर्थात् :—

उक्त अधिसूचना की अनुसूची में,—

(1) "भाग—I साधारण केन्द्रीय सेवा वर्ग 3", में "उप-तकनीकी सलाहकार के कार्यालय और उनके अधीनस्थ एकक" शीर्षक और स्तम्भ 1 से लेकर स्तम्भ 5 तक में उससे संबंधित प्रविष्टियों के स्थान पर, क्रमशः निम्नलिखित शीर्षक और प्रविष्टियां रखी जाएंगी, अर्थात् —

1	2	3	4	5
"खाद्य और पोषणिक बोर्ड के प्रादेशिक कार्यालय और उनके अधीनस्थ एकक"				
(1) वर्ग 3 के सभी पद जिनके वेतनमान का न्यूनतम (पुनरीक्षित) 425/- रु० और उससे अधिक है।	कार्यपालक निदेशक या उप सचिव, काडर प्राधिकारी।	कार्यपालक निदेशक या उप सचिव, काडर प्राधिकारी।	सभी	संयुक्त सचिव
(2) वर्ग 3 के अन्य सभी पद	उप तकनीकी सलाहकार	उप तकनीकी सलाहकार	सभी	कार्यपालक निदेशक या उप सचिव, काडर प्राधिकारी";

(2) "भाग 2, साधारण केन्द्रीय सेवा, वर्ग 1" में, "उप-तकनीकी सलाहकार के कार्यालय और उनके अधीनस्थ एकक" शीर्षक और स्तम्भ 1 से लेकर स्तम्भ 5 तक में उससे संबंधित प्रविष्टियों के स्थान पर, क्रमशः निम्नलिखित शीर्षक और प्रविष्टियां रखी जाएंगी, अर्थात् :—

1	2	3	4	5
"खाद्य और पोषणिक बोर्ड के प्रादेशिक कार्यालय और उनके अधीनस्थ एकक				
सभी पद	तकनीकी उप सलाहकार	उप तकनीकी सलाहकार	सभी	कार्यपालक निदेशक या उप सचिव, काडर प्राधिकारी"।

[सं० सी-11012/3/74-ए०वी०यू०]

एस० एल० कम्बोह, अवर सचिव

(Department of Food)

ORDER

New Delhi, the 21st June, 1977

S.O. 2315.—In pursuance of sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule(1) of rule 24 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following further amendments in the notification of the Government of India in the late Ministry of Food, Agriculture, Community Development and Co-operation (Department of Food) No. G.S.R. 635, dated the 12th January, 1971, namely :—

In the Schedule to the said notification,—

(i) In "PART I—GENERAL CENTRAL SERVICE, CLASS III", for the heading "Offices of the Deputy Technical Adviser and Units thereunder" and the entries relating thereto in columns 1 to 5, the following heading and entries shall respectively be substituted, namely :—

1	2	3	4	5
"Regional Offices of the Food and Nutrition Board and units there under.				
(i) All Class III posts the minimum of the (revised) scale of pay of which is Rs. 425/- and above.	Executive Director or Deputy Secretary, Cadre Authority	Executive Director or Deputy Secretary, Cadre Authority	All	Joint Secretary.
(ii) Other Class III posts.	Deputy Technical Adviser.	Deputy Technical Adviser.	All	Executive Director or Deputy Secretary, Cadre Authority."

(ii) in "PART II—GENERAL CENTRAL SERVICE, CLASS IV", for the heading "Offices of the Deputy Technical Adviser and Units thereunder" and the entries relating thereto in columns 1 to 5, the following heading and entries shall respectively be substituted, namely :—

1	2	3	4	5
"Regional offices of the Food and Nutrition Board and units thereunder.				
All posts	Deputy Technical Adviser	Deputy Technical Adviser	All	Executive Director or Deputy Secretary, Cadre Authority".

[No. C-11012/3/74-AVU]
S. L. KAMBOH, Under Secy.

नौवहन और परिवहन मंत्रालय

(परिवहन पक्ष)

नई दिल्ली, 30 जून, 1977

का०आ० 2316.—केन्द्रीय सरकार भविष्य निधि अधिनियम, 1925 (1925 का 19) की धारा 8 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम की अनुसूची में निम्नलिखित लोक संस्था का नाम जोड़ती है, अर्थात् :—

"डाक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) के अधीन स्थापित कांडला डाक श्रम बोर्ड ।"

[सं० एल०डी०आ०/77/76(i)]

MINISTRY OF SHIPPING & TRANSPORT

(Transport Wing)

New Delhi, the 30th June, 1977

S.O. 2316.—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby adds to the schedule to the said Act the name of the following public institution namely :—

"The Kandla Dock Labour Board, established under the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948)."

[No. LDO/77/76-(i)]

का०आ० 2317.—केन्द्रीय सरकार, भविष्य निधि अधिनियम, 1925 (1925 का 19) की धारा 8 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम की अनुसूची में निम्नलिखित लोक संस्था का नाम जोड़ती है, अर्थात् :—

"डाक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) के अधीन स्थापित कोचीन डाक श्रम बोर्ड ।"

[सं० एल०डी०आ०/77/76(ii)]

बी० शंकरलिंगम, अवर सचिव

S.O. 2317.—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby adds to the Schedule to the said Act the name of the following public institution, namely :—

"The Cochin Dock Labour Board, established under the Dock Workers (Regulation of Employment) Act, 1948 (19 of 1948)."

[No. LDO/77/76-(ii)]

V. SANKARALINGAM, Under Secy.

नई दिल्ली, 2 जुलाई, 1977

(वाणिज्य पोत परिवहन)

का०आ० 2318.—केन्द्रीय सरकार, वाणिज्य पोत परिवहन अधिनियम, 1958 (1958 का 44) की धारा 283 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि (1) सेचेलस और (2) जर्मनी प्रजातन्त्रात्मक गणराज्य देशों की सरकारों ने क्रमशः 1 अक्तूबर, 1976 और 11 नवम्बर, 1976 से सुरक्षा कन्वेंशन (अर्थात् लण्डन में 17 जून, 1960 को हस्ताक्षरित 'समुद्र पर जीवन सुरक्षा कन्वेंशन' स्वीकार कर लिया है और भारत सरकार के नौवहन और परिवहन मंत्रालय (परिवहन पक्ष) की अधिसूचना सं० का० आ० 04743, तारीख 26 नवम्बर, 1976 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, सारणी में मद सं० 94 और उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित मदें और प्रविष्टियां अन्तःस्थापित की जाएंगी, अर्थात :—

1	2
"95. सेचेलस	1 अक्तूबर, 1976
96. जर्मनी प्रजातन्त्रात्मक गणराज्य	11 नवम्बर, 1976"

[सं० 11 एम टी ओ(26)/76-एम ए]

उमाशंकर कौशिक, अवर सचिव

New Delhi, the 2nd July, 1977

(Merchant Shipping)

S.O. 2318.—In exercise of the powers conferred by clause (a) of section 283 of the Merchant Shipping Act, 1958 (44 of 1958), the Central Government hereby declares that the Governments of the countries of (1) Seychelles and (2) German Democratic Republic have accepted the Safety Convention (namely, the Convention for the Safety of Life at Sea signed in London on the 17th Day of June, 1960), with effect from the 1st October, 1976 and the 11th November, 1976 respectively, and makes the following amendments to the notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S.O. 4743 dated the 26th November, 1976, namely :—

In the said notification in the Table, after item 94 and the entries relating thereto, the following items and entries shall be inserted, namely :—

1	2
"95. Seychels	1 October, 1976
96. German Democratic Republic	11 November, 1976".

[No. 11-MTO(26)/76-MA]
U. S. KAUSHIK, Under Secy.

पूर्ति और पुनर्वास मंत्रालय

(पुनर्वास विभाग)

(बन्दोबस्त पक्ष)

नई दिल्ली, 20 जून, 1977

का०आ० 2319.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा 2 द्वारा मुख्य बंदोबस्त आयुक्त को सौंपी गई शक्तियों का प्रयोग करते हुए वह पुनर्वास विभाग, नई दिल्ली में कार्य कर रहे उप मुख्य बंदोबस्त आयुक्त श्री एस०पी० सूद, को निम्नलिखित शक्तियां सौंपती है :—

(1) उक्त अधिनियम की धारा 23 के अंतर्गत अपीलों की सुनवाई करने की शक्तियां ।

(2) उक्त अधिनियम की धारा 24 के अन्तर्गत पुनरीक्षण संबंधी मामलों की सुनवाई की शक्तियां ।

[संख्या ए 36016(1)/75-प्रशासन (राजपत्रित)/सै०वि०]

MINISTRY OF SUPPLY AND REHABILITATION

(Department of Rehabilitation)

(Settlement Wing)

New Delhi, the 20th June, 1977

S.O. 2319.—In exercise of the powers conferred on the Chief Settlement Commissioner by Sub-Section 2 of Section 34 of the Displaced persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), She hereby delegates to Shri S. P. Sud, Dy. Chief Settlement Commissioner, Deptt. of Rehabilitation, New Delhi, the following powers :—

(i) Power to hear appeals under Section 23 of the said Act ; and

(ii) Power to hear revisions under Section 24 of the said Act.

[No. A 36016 (1)/75-Admn/SW]

का०आ० 2320.—विस्थापित व्यक्ति (दावा) अनुपूरक अधिनियम, 1954 (1954 का 12) की धारा 10 की उपधारा 2 द्वारा मुख्य बंदोबस्त आयुक्त को सौंपी गई शक्तियों का प्रयोग करते हुए वह उप मुख्य बंदोबस्त आयुक्त श्री एस० पी० सूद को मुख्य बंदोबस्त आयुक्त की निम्नलिखित शक्तियां सौंपती है :—

1. बंदोबस्त अधिकारी द्वारा निर्णीत मामलों में संबंधित किसी भी मामले के रिकार्ड को मंगाने तथा अधिनियम की धारा 4 की उपधारा (3) के उपबंध के अधीन आदेश पारित करने की शक्तियां ।

2. विस्थापित व्यक्ति (दावा) अधिनियम, 1950 (1950 का 44) के अंतर्गत निर्णीत मामलों के संबंध में उक्त अधिनियम की धारा 5 के अधीन पुनरीक्षण की विशेष शक्तियां ।

[संख्या ए० 36016(1)/75-प्रशासन (राजपत्रित)/सै० वि०]

कुसुम प्रसाद, मुख्य बंदोबस्त आयुक्त

S.O. 2320.—In exercise of the powers conferred on the Chief Settlement Commissioner by Sub-Section 2 of Section 10 of the Displaced Persons (Claims) Supplementary Act, 1954 (XII of 1954), she hereby delegates to Shri S. P. Sud, Dy. Chief Settlement Commissioner, the following powers of the Chief Settlement Commissioner :—

1. Powers to call for the record of any case decided by the Settlement Officer and pass orders in the case under proviso to Sub-section (3) of Section 4 of the said Act.

2. Special powers of revision under Section 5 of the said Act in respect of cases decided upon the Displaced Persons (Claims) Act, 1950 (44 of 1950).

[No. A 36016(1)/75-AD(GZ)/SW]

KUSUM PRASAD, Chief Settlement Commissioner

नई दिल्ली, 25 जून, 1977

का०आ० 2321.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस विभाग की अधिसूचना संख्या 1(4)/वि०से०/77-एस०एस०-2(3), दिनांक 20 मई, 1977 का अतिक्रमण करते हुए केन्द्रीय सरकार इसके द्वारा उत्तर प्रदेश राज्य में मुआवजा पूल की भूमियों और सम्पत्तियों के बारे में, उक्त अधिनियम के अधीन या उसके द्वारा बन्दोबस्त आयुक्त को सौंपे गये कार्यों को निष्पादित करने के लिए उत्तर प्रदेश सरकार के राजस्व बोर्ड की भूमि सुधार उपायुक्त को बंदोबस्त आयुक्त के रूप में नियुक्त करती है । यह उनके भूमि सुधार उपायुक्त के कार्यों के अलावा होगा ।

[सं० 1(4)/विशेष सेल/77-एस०एस०-2(i)]

New Delhi, the 25th June, 1977

S.O. 2321.—In exercise of the powers conferred by Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) and in supercession of this Department's notification No. 1(4)/Spl. Cell/77-SS. II(iii) dated 20-5-1977 the Central Government hereby appoints the Deputy Land Reforms Commissioner, Board of Revenue, Government of U.P. as Settlement Commissioner for the purpose of performing, in addition to his own duties as Deputy Land Reforms Commissioner, the functions assigned to a Settlement Commissioner by or under the said Act, in respect of the lands and properties forming part of the Compensation Pool within the State of Uttar Pradesh).

[No. 1(4)/Spl. Cell/77-55. II(i)]

का०आ० 2322.—निष्क्रांत सम्पत्ति प्रशासन अधिनियम 1950 (1950 का 31) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस विभाग की अधिसूचना संख्या 1(4)/वि०से०/77-एस०एस०-II(i) दिनांक 20 मई, 1977 का अतिक्रमण करते हुए केन्द्रीय सरकार इसके द्वारा उत्तर प्रदेश राज्य में स्थित निष्क्रांत सम्पत्तियों के बारे में उक्त अधिनियम के अधीन या उसके द्वारा अभिरक्षक को सौंपे गये कार्यों को निष्पादित करने के लिए उत्तर प्रदेश सरकार के राजस्व बोर्ड के भूमि सुधार उप निदेशक को निष्क्रांत सम्पत्ति के अपर अभिरक्षक के रूप में नियुक्त करती है ।

[सं० 1(4)/वि०से०/77-एस०एस०-II(ii)]

दीना नाथ असीजा, संयुक्त निदेशक

S.O. 2322.—In exercise of the powers conferred by Section 6 of the Administration of Evacuee Property Act, 1950 (31 of 1950), and in supercession of this Department's notification No. 1(4)/Spl. Cell/77-SS. II(i) dated the 20th May, 1977, the Central Government hereby appoints the Deputy Land Reforms Commissioner, Board of Revenue, Government of U.P. as Additional Custodian of Evacuee Property for the purpose of discharging the duties imposed on the Custodian by or under the said Act in respect of evacuee properties in the State of Uttar Pradesh.

[No. 1(4) Spl. Cell/77-SS. II(ii)]

D. N. ASIJA, Director

नागरिक पूर्ति और सहकारिता मंत्रालय

नई दिल्ली 2 जुलाई, 1977

का०आ० 2323.—आवश्यक संविदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 27 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय खाद्य निगम, नयी दिल्ली द्वारा या उस संगठन द्वारा उस निमित्त सम्यक रूप से अधिकृत किसी व्यक्ति या अभिकरण द्वारा मंगफली के तेल के क्रय या विक्रय हेतु की गई अन्तरणीय विनिर्दिष्ट परिदान संविदाओं को सम्पूर्ण भारत में उक्त अधिनियम की धारा 15 के प्रवर्तन से छूट देती है ।

[मिसिल सं० 10(5)–आई०टी०/76]

एस० एम० केलकर, अवर सचिव

MINISTRY OF CIVIL SUPPLIES & COOPERATION

New Delhi, the 2nd July, 1977

S.O. 2323.—In exercise of the powers conferred by Section 27 of Forward Contracts (Regulation) Act, 1952 (74 of 1952) the Central Government hereby exempts all non-transferable specific delivery contracts entered into by the Food Corporation of India, New Delhi, or by any person or agency duly authorised in that behalf by that organisation, for the purpose of sale of groundnut oil from the operation of Section 15 of the said Act, in the whole of India.

[F. No. 10(5)-X/76]

S. M. KELKAR, Under Secy.

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 30 जून, 1977

का०आ० 2324.— केन्द्रीय सरकार, रेल यात्री सीमाकर अधिनियम, 1956 (1956 का 69) की धारा 2 के खण्ड (ग) के अनुसरण में, इससे उपाबद्ध अनुसूची में विनिर्दिष्ट स्थानों को, उक्त अधिनियम के प्रयोजन के लिए "अधिसूचित स्थान" घोषित करती है।

2. यह अधिसूचना 1 अगस्त, 1977 को प्रवृत्त होगी।

अनुसूची

(1) फैजाबाद जंक्शन

(2) आचार्य नरेन्द्रदेव नगर

(3) अयोध्या

(4) कटड़ा

(5) अयोध्या घाट (जब खुला हो)।

[सं० एफ० (10)-1-76/5/2/1]

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 30th June, 1977

S.O. 2324.—In pursuance of clause (c) of Section 2 of the Terminal Tax on Railway Passengers Act, 1965 (69 of 1965), the Central Government hereby declares the places specified in the Schedule annexed hereto to be "notified places" for the purposes of the said Act.

2. This notification shall come into force on the 1st August, 1977.

SCHEDULE

(1) FAIZABAD JUNCTION.

(2) ACHARYA NARENDRADEV NAGAR

(3) AYODHYA

(4) KATRA

(5) AYODHYA GHAT (WHEN OPENED).

[No. F(X)I-76/5/2/I]

का०आ० 2325.—केन्द्रीय सरकार, रेल यात्री सीमाकर अधिनियम, 1956 (1956 का 69) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए:—

(क) इससे उपाबद्ध अनुसूची के स्तंभ 2 में विनिर्दिष्ट दरों को उन दरों के रूप में नियत करती है, जिनपर भारत सरकार के रेल मंत्रालय की अधिसूचना सं० एफ० (10)-1-76/5/2/1, तारीख 30-6-1977 द्वारा अनुसूचित स्थानों के रूप में घोषित और उक्त अनुसूची के स्तंभ 1 में विनिर्दिष्ट ऐसे स्थानों से या तक रेल द्वारा ले जाए जाने वाले सभी यात्रियों पर, प्रत्येक रेल-टिकट (चाहे एक ओर का हो या वापसी) की बाबत सीमाकर उद्ग्रहीत किया जाएगा ; और

(ख) निदेश देती है कि पूर्वोक्त सीमा कर 1 अगस्त, 1977 से उद्ग्रहणीय होगा।

2. यह अधिसूचना 1 अगस्त, 1977 को प्रवृत्त होगी।

अनुसूची

I		II							
क्रम सं०	अधिसूचित स्थानों के नाम	दर्जा	एक ओर के प्रत्येक टिकट पर सीमा कर की दरें						
			व्यस्क				3 से 12 वर्ष तक के बच्चे		
			थोड़ी दूरी के यात्रियों के लिए		लम्बी दूरी के यात्रियों के लिए		थोड़ी दूरी के यात्रियों के लिए		लम्बी दूरी के यात्रियों के लिए
			66 कि० मी० से 242 कि० मी० तक		242 कि० मी० से आगे		66 कि० मी० से 242 कि०मी० तक		242 कि०मी० से आगे
			रु०	पै०	रु०	पै०	रु०	पै०	रु०	पै०
(1)	फैजाबाद जंक्शन	वातानुकूलित दर्जा	0	75	1	00	0	40	0	50
(2)	आचार्य नरेन्द्र देवनगर	पहला दर्जा और वातानुकूलित कुर्सी कार दर्जा तथा दो टियर वातानुलित शायिका दर्जा	0	50	0	75	0	25	0	40
(3)	अयोध्या									
(4)	कटड़ा									
(5)	अयोध्या घाट (जब खुला हो)									
		दूसरा दर्जा	0	10	0	15	0	05	0	10

स्पष्टीकरण:—वापसी टिकट पर सीमाकर इसमें नियत दरों से दोगुना होगा।

[सं०एफ० (X)/-76/5/2/II)]

बी० मोहन्ती, सचिव

S.O. 2325.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Terminal Tax on Railway Passengers Act, 1956 (69 of 1956), the Central Government hereby:—

(a) fixes the rates as mentioned in column II of the Schedule annexed hereto as the rates, at which terminal tax shall be levied in respect of every railway ticket (whether single or return) on all passengers carried by railway from or to the notified places declared as such by the notification of the Government of India in the Ministry of Railways No. F(X)I-76/5/2/I, dated 30th June, 1977 and specified in column I of the said Schedule ; and

(b) directs that the aforesaid terminal tax shall be leviable with effect from the 1st August, 1977.

2. This notification shall come into force on the 1st August, 1977.

SCHEDULE

I		II							
		Rates of terminal tax per single ticket							
Sl. No.	Name of Notified places	Class of accommodation	Adults				Children between 3 and 12 years of age			
			Short distance passengers 66—242 Kms		Long distance passengers beyond 242 Kms		Short distance passengers 66—242 Kms		Long distance passengers beyond 242 Kms	
			Rs.	Ps	Rs.	Ps.	Rs.	Ps.	Rs.	Ps
(1)	Faizabad Junction	A.C.C.	0	75	1	00	0	40	0	50
(2)	Acharya Narendra Dev Nagar	I Class and A.C. Chair Car Class and two tier.	0	50	0	75	0	25	0	40
(3)	Ayodhya	A.C. Sleeper								
(4)	Katra	II Class.	0	10	0	15	0	05	0	10
(5)	Ayodhya Ghat (When Opened)									

Explanation : The terminal tax on a return ticket shall be double the rates fixed herein.

[No. F(X)I-76/5/2/II]
B. MOHANTY, Secy.

दिल्ली विकास प्राधिकरण

नई दिल्ली, 7 जुलाई, 1977

का० आ० 2326.—अधिसूचना सं० पीए/बीसी/77/541 दिनांक 2-7-77 के क्रम में तथा उन्हें प्रदत्त अधिकारों का प्रयोग करते हुए अध्यक्ष, दिल्ली विकास प्राधिकरण श्री शिव चरण गुप्ता, सदस्य महानगर परिषद को दिल्ली विकास प्राधिकरण की आवास समिति का सदस्य नामित करते हैं ।

2. उक्त अधिसूचना में मद सं० 6 के पैरा-2 में उल्लिखित "योजना सदस्य" के स्थान पर एडीशनल चीफ प्लानर, टी० सी० पी० ओ० पढ़ा जायें ।

[संख्या पीए/बीसी/77/541]

पी० के० बी० सिंह, सचिव

DELHI DEVELOPMENT AUTHORITY

New Delhi, the 7th July, 1977

S.O. 2326.—In continuation of Notification No. PA/VC/77/541 dated the 2nd July, 1977, and in exercise of the powers conferred on him, the Chairman, DDA, is pleased to nominate Shri Shiv Charan Gupta, Member Metropolitan Council, also as a Member of the Housing Committee of the Delhi Development Authority.

2. In said notification, at item 6 in para 2, "Additional Chief Planner, T.C.P.O." be read instead of "Planning Member".

[No. PA/VC/77/541]
P. K. B. SINGH, Secy.

श्रम मंत्रालय

नई दिल्ली, 27 मई, 1977

का०आ० 2327.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स फिलिप्स टेक्सटाईलस सेंट्रल रोड सं० 7, का कोना 99/103 पेकी, उद्योग नगर, उधना, सूरत, नामक स्थापन में सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिएं ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

यह अधिसूचना तीस सितम्बर, 1976 को प्रवृत्त हुई समझी जाएगी ।

[सं० एस-35019(485)/76-पी० एफ-2]

MINISTRY OF LABOUR

New Delhi, the 27th May, 1977

S.O. 2327.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Philips Textiles, Corner of Central Road No. 7, 99/103, Paikee, Udyognagar, Udhna, Surat, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of September, 1976.

[No. S. 35019(485)/76-PF-II]

का०आ० 2328.—यत: केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स फोन्टाना फैब्रिक्स सेन्ट्रल रोड, नं० 7 का कोना 99/103, पैकी उद्योग नगर, उधना, सूरत, नामक स्थापन में सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1962 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ,

अत: अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

यह अधिसूचना तीस सितम्बर, 1976 को प्रवृत्त हुई समझी जाएगी ।

[सं० एस० 35019/(486)/76-पीएफ-2]

S.O. 2328.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Fontana Fabrics, Corner of the Central Road No. 7, 99/103, Paikee, Udyognagar, Udhna, Surat, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of September, 1976.

[No. S. 35019(486)/76-PF.II]

नई दिल्ली, 1 जुलाई, 1977

का०आ० 2329.—केन्द्रीय सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (क) के अनुसरण में श्री रवीन्द्र वर्मा, संसदीय कार्य और श्रम मंत्री को श्री के० वी० रघुनाथ रेड्डी के स्थान पर कर्मचारी राज्य बीमा निगम के अध्यक्ष के रूप में नाम निर्दिष्ट किया है ;

अत:, अब, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में केन्द्रीय सरकार एतद्द्वारा भारत सरकार के श्रम मंत्रालय की अधिसूचना सं० का०आ० 1517 तारीख 14 अप्रैल, 1976 में और आगे निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में "अध्यक्ष" शीर्षक के नीचे क्रमांक 1 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् —

"श्री रवीन्द्र वर्मा,
संसदीय कार्य और श्रम मंत्री,
भारत सरकार ।"

[सं० यू० 16012/5/77 एच० आई०]

New Delhi, the 1st July, 1977

S.O. 2329.—Whereas the Central Government has, in pursuance of clause (a) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Shri Ravindra Varma, Minister of Parliamentary Affairs and Labour as the Chairman of the Employees' State Insurance Corporation, in place of Shri K. V. Raghunatha Reddy ;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour No. S.O. 1517, dated the 14th April, 1976, namely :—

In the said notification, under the heading "Chairman", for the entry against serial number 1, the following entry shall be substituted, namely :—

"Shri Ravindra Varma.
Minister for Parliamentary Affairs and Labour,
Government of India."

[No. U-16012/5/77-HI]

नई दिल्ली, 5 जुलाई, 1977

का०आ० 2330.—प्रसूति प्रसुविधा अधिनियम, 1961 (1961 का 53) की धारा 14 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री एच० एच० कुरैशी, अपर कोयला खान कल्याण आयुक्त धनबाद को बिहार, पश्चिम बंगाल, उड़ीसा और असम राज्यों की कोयला खानों की बाबत उक्त अधिनियम के प्रयोजन के लिए निरीक्षक नियुक्त करती है ।

[सं० एस-36025/2/77-एच० आई०]

एस० एस० सहस्रनामन, उप सचिव

New Delhi, the 5th July, 1977

S.O. 2330.—In exercise of the powers conferred by section 14 of the Maternity Benefit Act, 1961 (53 of 1961), the Central Government hereby appoints Shri H. H. Quraishy, Additional Coal Mines Welfare Commissioner, Dhanbad, to be an Inspector for the purpose of the said Act, in respect of Coal Mines in the States of Bihar, West Bengal, Orissa and Assam.

[No. S-36025/2/77-III]

S. S. SAHASRANAMAN, Dy. Secy.

आदेश

नई दिल्ली, 30 मई, 1977

का० आ० 2331.—केन्द्रीय सरकार की राय है कि इससे उपावद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में बैंक आफ बड़ौदा, पेडानन्दीपदु, गुन्टूर जिला के प्रबन्ध तन्त्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिये निर्देशित करना वांछनीय समझती है;

अत:, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) के साथ पठित धारा 7क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री के० पी० नारायण राव होंगे, जिनका मुख्यालय हैदराबाद में होगा और उक्त विवाद को उक्त केन्द्रीय सरकार औद्योगिक अधिकरण को न्यायनिर्णयन के लिये निर्देशित करती है ।

अनुसूची

क्या बैंक आफ बड़ौदा के प्रबन्धतन्त्र की गुन्टूर जिले में बैंक की पेडानन्दीपदु शाखा के लिपिक, श्री टी० बाबू राव को 29-11-73 से

2-9-74 तक की अवधि के वेतन का भुगतान न करने और उन्हें 2-9-74 के बाद बैंक में काम करने की इजाजत न देने की कार्रवाई वैध और न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है ?

[सं० एल०-12012/2/77-डी० II-ए०]

ORDER

New Delhi, the 30th June, 1977

S.O. 2331.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bank of Baroda, Padanandipadu, Guntur District and their workmen in respect of the matters specified in the Schedule hereto annexed ;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication ;

Now, therefore, in exercise of the powers conferred by Section 7A read with clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri K. P. Naryana Rao as Presiding Officer with headquarters at Hyderabad and refers the said industrial dispute for adjudication to the said Central Government Industrial Tribunal.

SCHEDULE

Whether the action of the management of the Bank of Baroda in not paying any salary to Shri T. Bosu Babu, Clerk in the Padanandipadu Branch of the Bank in Guntur District for the period from 29-11-73 to 2-9-74 and in not allowing him to work in the Bank after 2-9-74 is legal and justified ? If not to what relief is the workman entitled ?

[No. L-12012/2/77-D.II.A]

आदेश

नई दिल्ली, 6 जून 1977

का० आ० 2332.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में स्टेट बैंक आफ इंडिया, अवानीगड्डाह, कृष्णा जिला के प्रबन्धतन्त्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिये निर्देशित करना वांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) के साथ पठित धारा 7क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री के० पी० नारायण राव होंगे, जिनका मुख्यालय हैदराबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिये निर्देशित करती है।

अनुसूची

क्या स्टेट बैंक आफ इंडिया, अवानीगड्डाह, शाखा, कृष्णा जिला के प्रबन्धतन्त्र की बैंक की अवानीगड्डाह शाखा के कोषाध्यक्ष, श्री जी० भास्कर राव की 21-5-71 से सेवायें समाप्त करने की कार्रवाई वैध और न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है ?

[फा० सं० एल०-12012/12/77-डी० II-ए०]

ORDER

New Delhi, the 6th June, 1977

S.O. 2332.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of the State Baak of India, Avanigaddah, Krishna District and their workmen in respect of the matters specified in the Schedule hereto annexed ;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A read with clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal the Presiding Officer of which shall be Shri K. P. Narayana Rao with headquarters at Hyderabad and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

Whether the action of the management of the State Bank of India, Avanigadda Branch Krishna District in terminating the services of Shri G. Bhasker Rao, Cashier Avanigadda Branch of the Bank with effect from 24-5-71 is legal and justified ? If not, to what relief is the workman entitled ?

[F. No. L-12012/12/77-D.II.A]

आदेश

नई दिल्ली, 7 जून, 1977

का० आ० 2333.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में बैंक आफ बड़ौदा, अहमदाबाद के प्रबन्ध तन्त्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिये निर्देशित करना वांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) के साथ पठित धारा 7क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री एम० यू० शाह होंगे, जिनका मुख्यालय अहमदाबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिये निर्देशित करती है।

अनुसूची

क्या बैंक आफ बड़ौदा, दक्षिणी क्षेत्र, अहमदाबाद के प्रबन्धतन्त्र की बैंक की परमी शेरी शाखा के लिपिक, श्री एम० एम० सिन्दूरिया की 13-1-76 से सेवाएं समाप्त करने की कार्रवाई न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है ?

[सं० एल० 12012/202/76-डी० II-ए०]

आर० पी० नकुला, अवर सचिव

ORDER

New Delhi, the 7th June, 1977

S.O. 2333.—Whereas the Central Government is of opinion ion that an industrial dispute exists between the employers in relation to the management of the Bank of Baroda, Ahmedabad and their workman in respect of the matter specified in the Schedule hereto annexed ;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication .

Now, therefore, in exercise of the powers conferred by Section 7A read with clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal,

the Presiding Officer of which shall be Shri M.U. Shah with headquarters at Ahmedabad and refer the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the action of the management of the Bank of Baroda, Southern Region, Ahmedabad in terminating the services of Shri S. S. Sinduria, Clerk, Persi Sheri Branch of the Bank with effect from 13-4-76 is justified ? If not, to what relief is the workman entitled ?

[No. L-12012/202/76-D.II.A]

R. P. NARULA, Under Secy.

आदेश

नई दिल्ली, 15 जून, 1977

का० आ० 2334.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में नेशनल इन्शुरेन्स कम्पनी लिमिटेड मद्रास, के प्रबन्धतन्त्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिये निर्देशित करना वांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री के० सेलवारत्नम होंगे, जिनका मुख्यालय मद्रास में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिये निर्देशित करती है।

अनुसूची

क्या नेशनल इन्शुरेन्स कम्पनी लिमिटेड के दक्षिणी क्षेत्र के प्रबन्धतन्त्र द्वारा पदोन्नति के लिये कोई माप दण्ड निर्धारित किये बिना निम्नलिखित 10 सहायकों को नीचे दर्शायी गई शाखाओं या प्रभागीय कार्यालयों में वरिष्ठ सहायकों के रूप में स्थानापन्न आधार पर कार्य करने की अनुमति देना न्यायोचित है? यदि नहीं, तो सहायकों को वरिष्ठ सहायकों के पद पर स्थानापन्न पदोन्नति के अवसर देने के लिये किन सिद्धान्तों का पालन किया जाना चाहिये ?

1. श्री जी० सिवासुब्रह्मण्यम	मद्रास प्रभागीय कार्यालय सं० I
2. श्री ए० बी० डी० सोजा	मद्रास प्रभागीय कार्यालय सं० I
3. श्री ई० एस० व्यागाराजन	मद्रास प्रभागीय कार्यालय सं० I
4. श्री एस० वेंकटरमन	मद्रास प्रभागीय कार्यालय सं० II
5. श्री बी० सुन्दरराजन	बंगलौर शाखा कार्यालय
6. श्री पी० वी० राव	हैदराबाद प्रभागीय कार्यालय
7. श्री के० पीताम्बरम	बंगलौर प्रभागीय कार्यालय
8. श्री एन० उन्नीकृष्णन	कोचीन प्रभागीय कार्यालय
9. श्री आर० एम० परेरा	मंगलौर शाखा कार्यालय
10. श्री एम० बी० मुचन्दी	हुबली शाखा कार्यालय

[सं० एल०-17011/2/76-डी० IV (ए)]

नन्द लाल, डेस्क अधिकारी

ORDER

New Delhi, the 15th June, 1977

S.O. 2334.—Whereas tht Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of National Insurance Company Limited, Madras and their workmen in respect of the matters specified in the Schedule hereto annexed ;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication ;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri K. Selvaratnam shall be the Presiding Officer with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the management of Southern Region of the National Insurance Company Limited are justified in allowing the undermentioned 10 Assistants to Officiate as Senior Assistants in the Branches or Divisional Offices indicated below, without laying down any criteria for promotion ? If not, what are the principles that have to be followed for giving chances of officiating promotion to Assistants in the posts of Senior Assistants ?

1. Shri G. Sivasubramaniam, Madras Divisional Office No. I.
2. Shri A. V. D'Souza, Madras Divisional Office No. I.
3. Shri E. S. Thiagarajan, Madras Divisional Office No. I.
4. Shri S. Venkataraman, Madras Divisional Office No. II.
5. Shri B. Soundararajan, Bangalore Branch Office.
6. Shri P. V. Rao, Hyderabad Divisional Office.
7. Shri K. Pitambaram, Bangalore Divisional Office.
8. Shri N. Unnikrishnan, Cochin Divisional Office.
9. Shri R. M. Pereira, Mangalore Branch Office.
10. Shri M. B. Muchandi, Hubli Branch Office.

[No. L-17011(2)/76-D.IV(A)]

NAND LAL, Desk Officer

नई दिल्ली, 4 जुलाई, 1977

का० आ० 2335.—नेवेली लिगनाइट कारपोरेशन लिमिटेड ने खान अधिनियम, 1952 (1952 का 35) की धारा 12 की उपधारा (1) के खंड (घ) के अधीन श्री बी० एस० डी० नायडू को, श्री एन० नीलकान्तन के स्थान पर, तमिलनाडु राज्य के लिये गठित खान बोर्ड के सदस्य के रूप में, नामनिर्देशित किया है ;

अतः, अब, केन्द्रीय सरकार, खान अधिनियम, 1952 (1952 का 35) की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के भूतपूर्व श्रम और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० एस० ओ० 2730, तारीख 30 जून, 1971 में निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में "सदस्य" शीर्ष के नीचे क्रम सं० (3) के सामने, विद्यमान प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जायेगी, अर्थात्:—

"श्री बी० एस० डी० नायडू, मुख्य इंजीनियर (खान योजना), ए-5, लोअर बुधे बाई रोड, ब्लाक 24 नेवेली। [धारा 12(1) के खण्ड (घ) के अधीन लिगनाइट कारपोरेशन लिमिटेड द्वारा नामनिर्दिष्ट]।"

[सं० बी०-22012/1/77-एम० I]

जे० सी० सक्सेना, अवर सचिव

New Delhi, the 4th July, 1977

S.O. 2335.—Whereas the Neyveli Lignite Corporation Limited has nominated under clause (d) of sub-section (1) of section 12 of the Mines Act, 1952 (35 of 1952), Shri B.S.D. Naidu in place of Shri N. Neelakantan as member of the Mining Board constituted for the State of Tamil Nadu;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 12 of the Mines Act, 1952 (35 of 1952), the Central Government hereby makes the following amendment in the notification of the Government of India in the late Ministry of Labour and Rehabilitation (Department of Labour and Employment) No. S.O. 2730 dated the 30th June, 1971, namely :—

In the said notification, under the heading "Members", against serial number (3), for the existing entry, the following entry shall be substituted, namely:—

"Shri B. S. D. Naidu, Chief Engineer (Mine Planning), H-5 Lower Bouleward Road, Block-24, Neyveli, (Nominated by the Neyveli Lignite Corporation Limited under clause (d) of section 12(1)."

[No. V-22012/1/77-MI]

J. C. SAXENA, Under Secy.

आदेश

नई दिल्ली, 18 जून, 1977

का० आ० 2336.—वैस्टर्न कोल फील्डस लिमिटेड की चान्दामेटा कोलियरी, पेंच क्षेत्र के प्रबन्धतन्त्र से सम्बन्ध नियोजकों और उनके कर्मकारों के बीच, जिनका प्रतिनिधित्व संयुक्त खदान मजदूर संघ, डाक घर गढ़ी, बरास्ता जुन्नारदेव, जिला छिन्दवाड़ा (मध्य प्रदेश) करता है, एक औद्योगिक विवाद विद्यमान है;

और उक्त नियोजकों और उनके कर्मकारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10क की उपधारा (1) के उपबन्धों के अनुसरण में एक लिखित करार द्वारा उक्त विवाद को उसमें वर्णित व्यक्ति के माध्यस्थम के लिये निर्देशित करने का करार कर लिया है और उक्त माध्यस्थम करार की एक प्रति केन्द्रीय सरकार को भेजी गई है;

अतः अब, औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 10क की उपधारा (3) के उपबन्धों के अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थम करार को, प्रकाशित करती है।

करार

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10क के अधीन)

के बीच

पक्षकारों के नाम

नियोजकों का प्रतिनिधित्व करने वाले	वैस्टर्न कोल फील्ड्स लि०, पेंच क्षेत्र, परासिया, जिला छिन्दवाड़ा (मध्य प्रदेश)।
कर्मकारों का प्रतिनिधित्व करने वाले	संयुक्त खदान मजदूर संघ, डाक घर गढ़ी बरास्ता जुन्नारदेव, जिला छिन्दवाड़ा, (मध्य प्रदेश)

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को श्री सुखदेव सिंह सरन, सब एरिया प्रबन्धक, वैस्टर्न कोल फील्ड्स लि०, अम्बारा के माध्यस्थम के लिये निदर्शित करने का करार किया गया है:

"क्या वैस्टर्न कोल फील्ड्स लि०, पेंच एरिया से सम्बद्ध प्रबन्धकों की श्रीरामुत्तिन सुपुत्र सूबा को 1-10-75 से बर्खास्त करने की कार्रवाई न्यायोचित थी, और यदि नहीं तो क्या उसे ड्यूटी पर लिया जाना चाहिये।"

1. प्रबन्धकों का नाम और पता	वैस्टर्न कोल फील्ड्स लि०, पेंच एरिया परासिया, जिला छिन्दवाड़ा (म० प्र०)।
2. कर्मकारों का प्रतिनिधित्व करने वाली यूनियन का नाम और पता	संयुक्त खदान मजदूर संघ, डाकघर गढ़ी, बरास्ता जुन्नारदेव, जिला छिन्दवाड़ा (म० प्र०)
3. प्रभावित उपक्रम	वैस्टर्न कोल फील्ड्स लि०, पेंच एरिया की चान्दामेटा कोलियरी।
4. संघ का नाम	उपर्युक्त मद संख्या 2 में उल्लिखित
5. उपक्रम में नियोजित कर्मकारों की कुल संख्या।	लगभग 1 लाख
6. विवाद द्वारा प्रभावित या संभाव्य, प्रभावित होने वाले कर्मकारों की प्राक्कलित संख्या।	एक

हम यह करार भी करते हैं कि मध्यस्थ का विनिश्चय हम पर आबद्ध कर होगा।

मध्यस्थ अपना पंचाट तीन मास की कालावधि या इससे और समय के भीतर जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाय, देगा। यदि पूर्व वर्णित कालावधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थम के लिये निदेश स्वतः रद्द हो जायेगा और हम नये माध्यस्थम के लिये बातचीत करने को स्वतन्त्र होंगे।

पक्षकारों के हस्ताक्षर

1. नियोजकों का प्रतिनिधित्व करने वाले	हस्त/- 27-5-1977 उप मुख्य खनन अभियन्ता चान्दामेटा ग्रुप
2. कर्मकार का प्रतिनिधित्व करने वाले।	

साक्षी :

1. हस्त/—अपाठ्य	
2. हस्त/—अपाठ्य 31-5-77	ह० पी० के० बनर्जी सचिव, संयुक्तकोयला खदान मजदूर संघ, डाकघर गढ़ी, जिला छिन्दवाड़ा (म० प्र०)

[स० एल०-23013/1/77-डी०-IV डी०]

ORDER

New Delhi, the 18th June, 1977

S.O. 2336.—Whereas an industrial dispute exists between the employers in relation to the management of Chandametta Colliery of Western Coalfields Limited, Pench Area and their workmen represented by Samyukta Khadan Mazdoor Sangh, P. O. Gurhi, Via Junnordeo, Distt. Chhindwara (Madhya Pradesh);

And whereas the said management and their workmen have by a written agreement in pursuance of the provisions of sub-section (1) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947) agreed to refer to the said dispute to arbitration of the person mentioned therein and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement.

AGREEMENT

(Under Section 10A of the Industrial Disputes Act, 1947)

BETWEEN

Name of the Parties

Representing employers :	Western Coalfields Ltd., Pench Area, Parasia, Distt. Chhindwara (M. P.).
Representing workman :	Samyukta Khadan Mazdoor Sangh, P. O. Gurhi, Via Junnordeo, Distt. Chhindwara (M. P.).

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri Sugdev Singh Saran, Sub-Area Manager, Western Coalfields Ltd., Ambara:

"Whether the action of the management in relation to Western Coalfields Ltd., Pench Area in dismissing Shri Ramuttin, S/o Suba with effect from 1-10-75 was justified, and if not, whether he should be taken on duty."

1. Name & Address of management	Western Coalfields Ltd., Chandametta Colliery, Distt. Chhindwara (M. P.)
2. Name & Address of the Union representing the workman	Samyukta Khadan Mazdoor Sangh, P. O. Garhi Via. Junnordeo, Distt. Chhindwara (M. P.)
3. Establishment involved :	Chandametta Colliery owned by Western Coalfields Ltd., Pench Area.
4. Name of the Union:	Mentioned under Item No. 2 above
5. Total number of workers employed in the Undertaking:	About 1 Lakh
6. Estimated number of workmen affected or likely to be affected by the dispute:	One

We further agree that the decision of the Arbitrator shall be binding on us.

The Arbitrator shall make his Award within a period of three months or within such further time as extended by mutual agreement between us in writing. In case the Award is not made with the period above-mentioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the Parties

Sd/-
27-5-77

1. Representing employer — Dy. Chief Mining Engineer, Chandametta Group.

2. Workman/representing workman

Witness:

1. Sd/- Illegible.
2. Sd/- Illegible, 31-5-77.

Sd/- P. K. BANERJEE, Secy,
Samyukta Koyla Khadan Mazdoor Sangh, Post Gudhi, Distt. Chhindwara (M.P.).

[No. L-23013(1)/77-D-IV(B)]

New Delhi, the 21st June, 1977

S.O. 2337.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Kharkharee Colliery of Messrs Bharat Coking Coal Limited, Post Office Kharkharee, District Dhanbad and their workmen, which was received by the Central Government on the 20th June, 1977.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 19 of 1977

(Ministry's Order No. L-20012/134/74-LRII/DIIIA, dated, the 5th April, 1975)

PARTIES :

Employers in relation to the management of Kharkharee Colliery of Messrs Bharat Coking Coal Limited, Post Office Kharkharee, District Dhanbad.

AND

Their workmen.

APPEARANCES :

For the Management—Shri S. S. Mukherjee, Advocate.

For the Workmen—Shri J. D. Lal, Advocate.

STATE : Bihar INDUSTRY : Coal

Dated, the 16th June, 1977

AWARD

The Central Government, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act referred the following dispute to the Industrial Tribunal No. 2, Dhanbad, by their Order No. L-20012/134/74-LRII/D.IIIA, dated, the 5th April, 1975, namely :—

"Whether the management of Kharkharee Colliery of Messrs Bharat Coking Coal Limited, Post Office Kharkharee, District Dhanbad, was justified in asking the workmen mentioned in the Annexure hereto work as Miner/Loader? If not to what relief are the said workmen entitled and from what date ?

ANNEXURE

Sl. No.	Name of the workmen	Present work
1.	Sri Ghurbigan Ram	Night Guard
2.	Sri Jiu Mahato	Trammer
3.	Sri Ganesh Mahato	Machine Mazdoor
4.	Sri Kishun Mahato	Tramer
5.	Sri Ramprasad Mallah	—do—
6.	Sri Ramayan Mahato	—do—
7.	Sri Chikhuri Kumhar	—do—
8.	Sri Tribhuban Rajbhar	—do—
9.	Sri Lakhan Kumhar	—do—
10.	Sri Ramsaran Harijan	—do—
11.	Sri Sochu Bhagat	—do—
12.	Sri Swarath Harijan	—do—
13.	Sri Sotam Harijan	—do—
14.	Sri Dwarka Yadav	Tigar Khalasi
15.	Sri Jalil Mian	Night Guard
16.	Sri Samaru Kumhar	Line Mazdoor
17.	Sri Ramjanam Kumar	Tandel
18.	Sri Rambali Kumhar	—do—
19.	Sri Rajbali Kumhar	—do—
20.	Sri Ramayan Kumhar	—do—
21.	Sri Nakhru Kumhar	—do—
22.	Sri Rambadhan Kumar	—do—
23.	Sri Zafar Mian	—do—
24.	Sri Aman Sekh	—do—
25.	Sri Khalil Mian	—do—
26.	Sri Rasid Mian	Fitter Helper
27.	Sri Noor Alam Mian	Tandel
28.	Sri Taru Bauri	Prop Helper
29.	Sri Muslim Mian	Trammer
30.	Sri Noor Md.	Trammer
31.	Sri Habil Mian	Tandel
32.	Sri Haru Bauri	Tandel Supervisor
33.	Sri Mukhlal Rewani	Tandel
34.	Sri Sibhu Bauri	—do—
35.	Sri Jumrali Mian	Elec. Helper
36.	Sri Amin Mian	Trammer
37.	Sri Tribhuban Dubey	—do—
38.	Sri Butali Dusadh	—do—
39.	Sri Batai Dusadh	—do—
40.	Sri H. D. Sarkar	Lamp Helper
41.	Sri Basdeo Harijan	Hard Coke Fireman
42.	Sri Panbaby Mian	Hukman

43. Sri Arun Mahato	Hukman
44. Sri Gobind Singh	Oilman
45. Sri Kuber Harijan	Prop Helper
46. Sri Bhikhu Mahato	—do—
47. Sri Aklu Mallah	Night Guard
48. Sri Kailass Kurmi	—do—
49. Sri Jumrati	—do—
50. Sri Anil Gope	Hard Coke
51. Sri Meku Mandal	Night Guard"

2. The same was received by transfer from Tribunal No. 2 in this Tribunal on March 18, 1977, vide Government of India, Ministry of Labour, Order No. S-11025(i)/77-(1)-D. IV(B), dated, the 22nd February, 1977.

3. The dispute concerns 51 workmen. The case of the B.C.C.L. is that one out of these 51 namely, H. D. Sarkar whose name is specified at Serial No. 40 in the schedule to the reference) was not a permanent piece-rated miner/loader but a Coal Cutting Machine Helper who by change of duty was working as a Lamp-Helper and continued to remain on that post and was never reverted as a miner/loader. It is contended that the reference assumes that he was reverted as a miner/loader and since this is not a fact, there is no industrial dispute so far as he is concerned and the Tribunal has no jurisdiction to decide a non-existing dispute. The pleading of the Bihar Colliery Kamgar Union, on the other hand, is that H. D. Sarkar was also a permanent miner/loader and after his transfer to the time-rated job of Lamp/Helper, he was also reverted to his original post of a permanent miner/loader and that transfer is wholly unjustified. MW-1 Y. P. Malli has reposed that H. D. Sarkar continued to work as a Lamp-Helptr and was not reverted to any post of Miner/Loader. He was not cross-examined. WW-1 Hari Bauri has not stated anything to the contrary. H. D. Sarkar has also not entered the witness box to controvert the evidence of Y. P. Malli. There is thus no industrial dispute in respect of H. D. Sarkar, which may require any adjudication. It was argued by the learned counsel for the Union that there is diminution in his wages and that will furnish a ground for interference by the Tribunal. Chapter VIII Sec. A, Vol. I of the report of the Central Coal Wage Board deals with time-rated categories of workmen. Appendix V, Vol. II of the report, gives a list of time-rated workmen who fall in one or the other of the six categories of such workmen. A Coal Cutting Machine Helper is mentioned at Sl. No. 3 of category III. Paragraph 19 of Chapter VIII Section A gives the daily wage of each of the VI categories of workmen. The daily minimum wage of a category III workmen is Rs. 5.90 which rises to Rs. 7.40 with annual increment of 15 paise per day in a span of 10 years. There is no description of the post of a Lamp-Helper in Appendix V. The word "Lamp" is mentioned at Sl No. 15 of category I (Unskilled) and the words "Lamp cleaning" are mentioned at Sl No. 7 of category II (Semi-Skilled Lower). The daily minimum wage of a category I workmen is Rs. 5 which rises to Rs. 6 in 10 years and the daily minimum wage of category II workman is Rs. 5.35 which rises to Rs. 6.55 in 10 years. The above will show that H. D. Sarkar was a time-rated workman as a Coal Cutting Machine Helper and the job of a Lamp-Helper is also a time-rated job. The post of a Coal Cutting Machine Helper, being a category III post, is higher than the post of a Lamp-Helper which is either a Category I or Category II post with lower wage. However, it is admitted that the wages of H. D. Sarkar were not reduced when he was given the job of a Lamp-Helper and, therefore, I am of the view that there is no industrial dispute in so far he is concerned and no relief can be granted to him except to safeguard his wages as a Category III workman.

4. With respect to the remaining 50, the case of the B. C. C. L. is that geological conditions in underground workings were very difficult inside the Khakharee Coal mine because of unstable roofing condition and this instability caused frequent shortage of working faces in the latter half of the year 1973. The condition in incline No. 29 become specially difficult compelling gradual reduction of working faces with the result that the incline had to be closed down completely on January 1, 1974. Due to the aforesaid unfavourable geological conditions, 126 juniormost miners/loaders were transferred to other collieries in the same sub-area to work as miners/loaders and these 50 who were comparatively senior miners/Loaders were assigned alternative jobs mentioned against their names in the schedule to the reference in the same colliery. These transfer were made on purely temporary basis till such time as suitable mining conditions were restored whereafter it was the intention to put them back on their original jobs of permanent miners/loaders. However, their designations as miners/loaders were not changed and they continued to hold their substantive posts. It was ensured that if any of these 50 was given an inferior category of job carrying lower wages, he was allowed to continue to receive wages of his earlier superior post; and in case any one was given an alternative higher category job, he was given the higher wage of that category through he continued to hold his substantive post of a miner/loader in a lower category. The adverse conditions improved by the end of June, 1974 and sufficient number of working faces became available and consequently on July 2, 1974 these 50 workmen were reverted to their original jobs of miners/loaders as the necessity for their continued employment on their alternative jobs no longer existed. The reversions, according to the B.C.C.L., are justified and valid in law. The contention is that the transfers of these 50 from their permanent jobs of miners/loaders to different jobs were occasioned by the exigencies of the situation inasmuch as there was a surplusage on account of unfavourable geological conditions causing shortage of working faces and the re-transfers from their alternative jobs to their original jobs were due to the fact that mining operations had started and they were required to return to their duties as miners/loaders. The next contention is that such a power of transfer is part of normal managerial function, and unless the transfers are malafide or due to victimisation or unfair labour practice, a Tribunal should not lightly interfere with these. The third contention is that the right to transfer is also conferred by the Standing Orders. The next contention is that 30 out of these 50 gladly returned to their duties and they are estopped from going back upon their voluntary return. The last contention is that the remaining 20 out of these 50 entered into an agreement with the management on November 4, 1974 and on the basis of that agreement, 14 resumed their jobs as miners/loaders and 3 as Pro Mazdoors in the colliery itself and 3 agreed to their transfer to the Maheshpur colliery at Fireman; and in view of the voluntary acceptance of jobs by 30 and in view of the agreement in respect of 20, it has been contended that there was no dispute left on the date of reference which could be referred to this Tribunal for adjudication and, therefore, this Tribunal has no jurisdiction to decide the matters specified in the schedule.

5. The case of the Union is that these 50 were piece-rated miners/loaders working in Pit No. 2 but were transferred to time-rated jobs mentioned against their name in the schedule; which transfers, were made without any pre-condition or stipulation that they were liable to reversion to their original jobs, and, therefore, the B.C.C.L. had no power to re-transfer them to their original jobs. It is further contended that these 50 had not become surplus because of any geological conditions but because the management had employed contractors and the contractors had appointed their own miners/loaders, rendering them surplus. It is then contended that they could not have been reverted because they had worked on their alternative jobs for more than year and had become permanent in terms of the Standing Orders. It has also been contended that they could not have been reverted because the standing orders require giving of notice before transferring or re-transferring and since no such notice was given, the reversions by way of transfers were invalid. It has further been contended that their right to occupy the alternative jobs had become a condition of their service and this could not have been changed without due compliance with the provisions of law contained in section 9A of the Industrial Disputes Act. It has then been contended that the principles of natural justice were violated because they were not afforded an opportunity to show cause against their reversions. Lastly, it has been contended that the reversions involve reduced wages and that also furnishes a ground why they could not have been reverted without an opportunity to show cause.

6. There seems to be no force in the contention of the management that 30 out of 50 who had actually joined their reversions. Social justice does not recognise the law of estoppal. Besides, acceptance of the order of reversions will not amount to submission to it. Non-acceptance would have meant deprivation of wages so long as the dispute was not

settled, and the workman would be justified in keeping himself employed and at the same time raising an industrial dispute challenging his reversion.

7. Likewise, there is no substance in the contention that the remaining 20 out of these 50 are bound by the agreement and consequently the reference itself is bad because it was made after a settlement had been entered into and was still in force. The settlement is Ext. M-1 dated November 4, 1974. It is signed by S. M. Kole, Sub-Area Manager on behalf of the management and by R. N. Singh, a representative of the Union. It was proved by I.L. Kumar, the manager of the colliery who has further stated that R. N. Singh was the Vice President of the Bihar Colliery Kamgar Union. Undoubtedly, the settlement is proved but the question is whether it is a settlement in the eye of the law. Section 2(p) of the Industrial Disputes Act defines a settlement. "Settlement" means a settlement arrived at in the course of conciliation proceedings and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceedings where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorised in this behalf by the appropriate government and the conciliation officer. Rule 58 of the Industrial Disputes (Central) Rules prescribes the manner. Rule 58(1) says that a settlement arrived at in the course of conciliation proceedings or otherwise, shall be in Form H. The settlement Ext. M-1 is not in that Form. Rule 58(2) states that the settlement shall be signed by—(a) in the case of an employer, by the employer himself, or by his authorised agent, or when the employer is an incorporated company or other body corporate, by the agent, manager or other principal officer of the corporation (b) in the case of the workman, by any officer of a trade union of the workmen or by 5 representatives of the workmen duly authorised in this behalf at a meeting of the workmen held for the purpose. The explanation to sub-rule (2) shows that the Vice President is an officer. That being so, Rule 58(2) was complied with as the agreement is signed by the authorised representatives of the management and workmen. Rule 58(4) provides that where a settlement is arrived at between an employer and his workmen otherwise than in the course of conciliation proceedings, the parties to the settlement shall jointly send a copy thereof to the Central Government, the Chief Labour Commissioner (C), New Delhi and the Regional Labour Commissioner (C) and to the Assistant Labour Commissioner (C) concerned. Section 2(p) requires it to be given to the conciliation officer also. MW-2, I. L. Kumar does not know if the agreement was sent to any of these authorities. The law thus requires that the settlement has to be in compliance of the statutory provisions, and there was no such compliance. An agreement by acquience is not a settlement and cannot, therefore, bind the parties to such an agreement. A settlement will not be effective unless the requirements of rule 58 are complied with. See Workmen of Delhi Cloth and General Mills Vs. Management of Delhi Cloth and General Milss, 7, S.C.L.J.—626. The agreement will, therefore, not bind the 20 workmen on whose behalf it was entered into.

8. It is not disputed that the 50 miners/loaders were permanent piece-rated miners/loaders. Nor it is disputed that they were transferred from piece-rated jobs to time-rated jobs. Those whose names are at sl. nos. 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 29, 30, 36, 37, 38 and 39 (17 in all) were transferred as Tyndals; one at sl. no. 32 was appointed as Tyndal Supervisor; 6 at sl. nos. 1, 15, 47, 48, 49 and 51 were given alternate jobs of Night Guards; one at sl. no. 3 was appointed as Machine Mazdoor; one at sl. no. 14 was appointed as Timber Khalasi; one at sl. no. 16 was appointed as Line Mazdoor; one at sl. no. 26 as Fitter Helper; 3 at sl. nos. 28, 45 and 46 as Prop Mazdoors; one at sl. no. 35 as Electric Helper; 2 at sl. nos. 41 and 50 as Hard Coke Fireman; 2 at sl. nos. 42 and 43 as Hukmen; and one at sl. no. 44 as Oilman.

9. The question is whether the B.C.C.L. had the power to transfer these 50 from their permanent piece-rated jobs of miners/loaders to various different jobs aforesaid of time-raters and to re-transfer them subsequently from various time-rated jobs to their original piece-rated jobs. Ordinarily speaking, the power to transfer (which includes the power to re-transfer) is incidental to employment and the power is implicit in the exercise of managerial function. See Bareilly Electric Supply Company Limited Vs. Sirajuddin, 1960 (1) L.L.J.-556 and Syndicate Bank Limited Vs. Its workmen (1) L.L.J.-440. Ext. M-2 is the standing order. Standing order No. 16 provides that all workmen are liable to be transferred in the exigencies of work from one department to another or from one station to another or from one coal mine to another under the same ownership provided that by reason of such transfers the wages and other conditions of service of the workmen are not altered to their dis-advantages and provided further that reasonable notice is given of such transfers. The workmen shall be paid the actual transport charges plus 50 per cent thereof to meet incidental charges. That being so, the standing orders also confer a power on the management to transfer a workman from time to time from one job to another in the exigencies of work.

10. The next question is whether the exigencies of work demanded the aforesaid transfers and re-transfers. MW-1, Y. P. Malli, the manager of the colliery, has deposed that there were 3 inclines nos. 26/27, 29 and 39 and 2 pits nos. 1 and 2 in the colliery. These 50 workmen were either working in incline nos. 29 or in pit no. 2. WW-1, Hari Bauri has not denied the above fact. Y. P. Malli has further deposed that during the 1973 monsoon season, some inclines were flooded and got sub-merged and besides coal seams in incline no. 29 were reaching the stage of exhaustion. On account of the above factors, working faces in inclines and pits were reduced, rendering the man-power strength of miners/loaders surplus to requirements. In September, 1973 whereas approximately 40 miners/loaders were working in a single shift, their number gradually reduced and incline no. 29 had to be closed permanently on January 1, 1974. He has further stated that when miners/loaders became surplus to requirements because of the reduced no. of working faces, he had no option but to utilise the services of the surplus hands on alternative jobs. It is in these circumstances, that these 50 were given alternative time-rated jobs in the same colliery while others were transferred to different collieries within the same sub-area and under the same management. The junior-most were transferred to other collieries while these 50 who were comparatively senior, were retained in the same colliery. Similarly, the re-transfer to their original posts were made when suitable number of working faces again became available by improvement in geological conditions and by re-starting of inclines. The case of the workmen, on the other hand, is that their transfers and re-transfers were not occasioned by any unfavourable geological conditions but because the management employed Ghyasuddin and Surat Singh as contractors and these contractors employed their own miners/loaders, which employment rendered them surplus. Y. P. Malli, MW-1 denied this fact and stated that the two contractors were engaged purely for Civil Engineering jobs and for restarting the inclines and it was wrong to say that the e-transfers were made to make room for the miners/loaders employed by the contractors. Hari Bauri, WW-1 asserted that the re-transfers were made to accommodate the contractor's miners/loaders. He further stated that this was done in a malafide manner because they were members of a Trade Union which was not favoured by the management. Y. P. Malli denied that the reversions were made due to unfair labour practice or in any spirit of victimisation. Y. P. Malli was not cross-examined about the flooded condition of the incline or about the exhaustion of coal seams. Inundation of inclines in underground mining operations, is not a rare phenomenon. When mining conditions become difficult and lesser working faces are available, it is but natural that permanent workers will become surplus. The management will, in such an event be faced with two propositions; either to retrench the workmen which would render them unemployed or to assign alternative duties to them. The management chose the lesser evil and it cannot be said that this was done wih any ulterior or oblique motive. The contractors were engaged for purely Civil work and the employment of labour by them will not affect the miners/loaders. Besides, no industry would like to pay higher wages to its workman by employing them on higher jobs in preference to their lower jobs or in asking them to work on lower jobs and still draw higher wages. An industry will do such a thing only in special circumstances and for valid reasons; and such circumstances have been described above. It was observed in Canara Banking Corporation Limited Vs. Vittal 1963 (II) L.L.J.-354 that a management is in the best position to distribute its manpower. It was further observed that a Tribunal should ordinarily accept submissions made by a management regarding reasons for such distribution. On the whole, therefore,

I am of the view that the exigencies of the situation in the mine demanded the transfers and re-transfers, and these were not made on account of any malafides or unfair labour practice or victimisation.

11. The next contention of the learned counsel for the workmen is that the transfers and re-transfers were made in violation of the two provisos of Standing Order No. 16 and, therefore, they are bad. Standing Order No. 16, as has been seen above, says that the transfers can be made provided reasonable notice is given and provided that by reason of such transfer, the wages of the workmen are not altered to their dis-advantage. I am of the view that this part of the standing order has no application to the instant case. Transfers, as used in the standing order, must be understood in the sense of permanent transfers and not temporary transfer in a reason of distress. In the instant case, the transfers were purely temporary because the place or places where these 50 were working were not available for working any more and were not likely to be available till such time as mining conditions were restored. These transfers were thus purely for a small period of time in the same colliery. The workmen were allowed to hold their substantive posts. Their designations were not changed. They were only assigned different duties. If they were drawing a higher wage and were given a lower category job, their wages were not reduced and they were sent back to their original jobs with the same wages. In respect of those who were given higher jobs, they were compensated by payment of higher wages and when they were sent back to their original permanent jobs, they were again given the requisite wages of these permanent jobs. Standing Order No. 16 does not cover or visualise a temporary assignment for a temporary period. The transfers were not made from one station to another or from one coal mine to another requiring a notice or payment of incidental charges. I, therefore, hold that the workmen are not entitled to take shelter behind Standing Order No. 16.

12. The next contention of the learned counsel for the workmen is that by re-transfers, a condition of their service was changed and, therefore, due compliance should have been made with Section 9A of the Industrial Disputes Act. A mere change in the designation of an employee without affecting his service conditions could not be considered as alteration of service conditions. The power to transfer has been given by the Standing Order itself and thus transfer itself is a condition of service and exercise of that power will not amount to a change in conditions of service.

13. The last contention of the learned counsel for the workmen is that by working for more than one year on the alternative jobs, these 50 workmen had become permanent incumbents on those jobs and, therefore, they could not have been transferred to their original jobs without their consent. According to the Standing Order No. 3(b), a "permanent" workmen is one who is appointed for an unlimited period or who has satisfactorily put in 3 months continuous service in a permanent post as a probationer. The appointment of these 50 was for a limited period and they were not appointed as probationers in a permanent post and, therefore, they did not become permanent.

14. My award is that the management of Kharkharee Colliery was justified in asking these workmen to work as miners/loaders and consequently they are not entitled to any relief.

K. B. SRIVASTAVA, Presiding Officer.
[No. L-2012(134)/74-LR. II/DIII(A)]

New Delhi, the 30th June, 1977

S.O. 2338.—Whereas the award of the Central Government Industrial Tribunal, Calcutta in the dispute between the employers in relation to the management of Saltore Colliery, District Purulia of Messrs Burrakur Coal Company Limited and their workmen in respect of the matters specified in the Schedule to the notification of the Government of India in the late Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. 1/36/70-LR.II dated the 7th August, 1970, referred to the said Industrial Tribunal for adjudication by the notification aforesaid was given on the 20th September, 1972; And whereas the publication of the said award restrained by an order of the Calcutta High Court in Civil Rule No. 2966/70 till the disposal of the appeal relating to the said notification by the Hon'ble High Court at Calcutta;

And whereas the Central Government has now been informed that the said appeal was dismissed by the High Court by its Order dated the 16th June, 1976;

Now, therefore, in pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CULCUTTA

Reference No. 36 of 1970

PARTIES :

Employers in relation to the managment of Saltore Colliery, Post Office Saltore, District Purulia of Messrs Burrakur Coal Company Limited.

AND

Their Workmen

APPEARANCES :

On behalf of Employers—Sri S. B. Sanyal, Advocate with Sri Monoj K. Mukherjee, Advocate.

On behalf of Workmen—Sri D. L. Sen Gupta, Advocate with Sri Anil Das Choudhury, Advocate for Colliery Mazdoor Union, and Sri Satyen Banerjee, Advocate for Colliery Mazdoor Congress (HMS).

STATE : West Bengal INDUSTRY : Coal Mine

AWARD

By Order No. 1/36/70-LRII, dated 7th August, 1970, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute existing between the employers in relation to the management of Saltore Colliery, Post Office Saltore, District Purulia of Messrs Burrakur Coal Company Ltd., and their workmen, to this Tribunal, for adjudication, namely :—

> "Whether the management of Saltore Colliery, Post Office Saltore, District Purulia of Messrs Burrakur Coal Company Limited was justified in offering retrenchment compensation as per proviso to sub-section (1) of Section 25FFF of the Industrial Disputes Act, 1947 to the workmen affected by the closure of Saltore Colliery with effect from the 5th June, 1970 ? If not, to what relief are the workmen concerned entitled ?"

2. On 18-8-1970 this tribunal received the reference in question and issued notice to parties. The Colliery Mazdoor Union on 9-9-1970 applied for extension of time to file its statement of case and was allowed time upto 16-7-1970. On 15-9-1970 an application was received from the management praying for extension of time to file statement of its case. Time was extended upto 28-9-1970. On 22-9-1970 a written statement of its case was filed by the Colliery Mazdoor Union. 30-9-1970 was the date fixed for fixing a date of hearing of the Reference. On 5-10-1970 an application was filed by the management along a letter from an Advocate to the effect that Hon'ble High Court at Calcutta had stayed further proceedings in the reference before the tribunal pending disposal of a rule said to have been issued by the High Court. The tribunal stayed further proceedings in the reference pending further orders from the Hon'ble High Court. The records of this tribunal was called by the Hon'ble High Court at Calcutta in Civil Rule 3187(m)/70. On 17-2-1972 this tribunal received back the original document from the Hon'ble High Court at Calcutta. That rule was issued at the instance of the employers in relation to the management of the colliery in question and was summarily rejected by the Hon'ble High Court. An appeal was taken against the order passed by the learned Judge in the said Civil Rule. The tribunal fixed 10-3-1972 for the parties to appear in the reference and to state before this tribunal the date that will be suitable for them for fixing a date of hearing of the reference finally. The appellate bench of the High Court directed that the reference should be heard within one month from the date of receipt of the order. The tribunal received back the record, which had in the meantime been called for by the appellate court, direct from the Appellate Court on 4-3-1972. The direction of the appellate bench to complete the hearing of the reference by

the first week of May, 1972 was found by the parties to be inconvenient for them for being ready for hearing of the reference. The docket of the tribunal in March and April, 1972 was also over-crowded with cases fixed earlier for hearing. So the learned Advocates appearing for the union undertook to move the appellate bench for extension of time for hearing of the reference. The reference matter was fixed for hearing on 17th of April, 1972. On 30-3-1972 a written statement of the workmen represented by the Colliery Mazdoor Congress (HMS) was received by the tribunal and was placed on record. On 1 4-1972 the records of the tribunal were again called for by the Appellate Bench of the Calcutta High Court. The record was received on 11-7-1972. Their Lordships Hon'ble Mr. Justice B. C. Mitra and Mr. Justice S. K. Mukherjee directed by their order that the hearing of the reference must be completed by 27th August. On 11-7-1972 parties were directed to appear by 22nd July, 1972 so that a date could be fixed for early hearing of the reference before 27th August 1972. On 24-7-1972 the management applied for extension of time to file written statement since it had not filed the written statement earlier though it was directed to file the written statement by 28-9-1970. The reasons for not filing the written statement on that date by the management were disclosed in the application being that the management went before the Hon'ble High Court in the Civil Rule against the order of the reference. The management was allowed 3 days' time to file the written statement subject to its copy being forwarded to the unions before filing the same in the tribunal. Workmen represented by the Colliery Mazdoor Union filed a list of documents to be relied on subject to the risk of the union regarding citation of witnesses as no summons had been prayed for. On 26-7-1972 the management appeared and filed its written statement of the case through its learned Advocate Mr. Monoj Kumar Mukherjee which was accepted. On 27-7-1972 the management submitted a list of document. On 29-7-1972 by a joint aplication the workmen prayed that the tribunal may issue summons on the Director General, Mines Safety, Dhanbad for production of a letter as mentioned in the petition. Summons were issued. On 2-8-1972 the management appeared through its learned Advocate and Colliery Mazdoor Congress (HMS) through its learned Advocate and Colliery Mazdoor Union through its learned Advocate respectively. The learned Advocates of the Union submitted before the tribunal that time should be given to the unions for filing their respective rejoinder against the written statement of its case filed by the management on 26-7-1972. The learned Advocates submitted that the time fixed for taking steps in this matter had been restricted by the tribunal due to the order of the Hon'ble High Court that the tribunal should finish its proceedings and render an award which should not be published within 27th of August, 1972. The learned Advocates, therefore, felt it difficult to take steps so quickly in the matter since they required at least some time for deliberations in making up of the rejoinders. The tribunal fixed 9th August, 1972 for filing the union's rejoinder to the written statement filed by the management. On 9-8-1972 the management appeared through its learned Advocate and Sri Provat Goswami for the Colliery Mazdoor Union. Nobody appeared on behalf of the Colliery Mazdoor Congress. Sri Provat Goswami filed the rejoinder to the written statement of the management on behalf of the Colliery Mazdoor Union. A rejoinder had also been received from Colliery Mazdoor Congress on 9-8-1972 in reply to the written statement of the management. Both the rejoinders were placed in record. It was submitted by Mr. Mukherjee that the Hon'ble High Court at Calcutta was pleased to extend the time limit for hearing of the reference upto 30th September, 1972. Accordingly the reference was fixed for final hearing on 7-9-1972 with a direction to inform the Colliery Mazdoor Congress about the date of hearing. On 7-9-1972 the management appeared through its learned Advocate Sri S. B. Sanyal, associated with Mr. M. K. Mukherjee, Advocate, Sri D. L. Sen Gupta, Associate associated with Sri Anil Das Choudhury, Advocate appeared for the Colliery Mazdoor Union and Sri S. N. Banerjee, Advocate, appeared for Colliery Mazdoor Congress (HMS). Documents were exhibited on both the sides, and as the learned Advocates agreed to the dispensation of the formal proof of such documents, they were marked Exhibits. Mr. Sanyal appearing for the management raised a preliminary point about the jurisdiction of this tribunal to entertain and to adjudicate upon this reference as constituted and submitted that this preliminary point should be first determined before deciding the merit of the reference itself. The learned Advocates appearing for both the unions did not object to Mr. Sanyal's submission. As the jurisdiction of the tribunal to entertain and adjudicate upon the reference as constituted was raised, the tribunal found it expedient to hear the learned Advocate of the management and the unions over that issue first.

3. Mr. Sanyal advanced his argument upto 2 P.M. of the day. The remaining portion of the day was taken by Mr. D.L. Sen Gupta the learned Advocate representing the Colliery Mazdoor Union in reply to Mr. Sanyal's argument. At 4.30 P.M. of 7-9-1972 the tribunal rose for the day fixing 8-9-1972 for Mr. Sen Gupta to resume his argument that was unfinished. On 8-9-1972 Mr. Sanyal appearing for the management filed an application objecting to the acceptance of the rejoinder filed by the Colliery Mazdoor Congress (HMS). The copy of the rejoinder filed by the colliery Mazdoor Congress on 9-8-1972 had not been served on the management earlier before 2 P.M. of 7-9-1972 when Mr. Sanyal finished his argument on the question of jurisdiction. On the question of acceptance of the rejoinder filed by the Colliery Mazdoor Congress (HMS) Mr. Sanyal's objection and reply thereto by Mr. D. L. Sen Gupta and Mr. S. Banerjee for the Colliery Mazdoor Union and the Colliery Mazdoor Congress (HMS) respectively were heard. The tribunal after hearing the learned Advocates passed an order verbally rejecting the rejoinder filed by the Colliery Mazdoor Congress (HMS) observing that the reasons for such rejection would follow in time. The rejoinder filed by the Colliery Mazdoor Union in compliance with Rule 10B(2) of the Industrial Disputes (Central) Rules was not objected to its acceptance by the management and was accepted. On 11-9-1972 reasons for rejecting the rejoinder filed by the Colliery Mazdoor Congress (HMS) had been recorded in the order sheet elaborately. On 8-9-1972 Mr. Sen Gupta for the Colliery Mazdoor Union completed his argument so also Mr. Banerjee for the Colliery Mazdoor Congress (HMS) in reply to Mr. Sanyal's argument relating to the jurisdiction of this tribunal to entertain and adjudicate upon the reference as constituted. Neither party adduced any oral evidence. Upon the reference as constituted, the pleadings, I mean the statement of case filed by the Colliery Mazdor Union, Colliery Mazdoor Congress (HMS) and the management and rejoinder by Colliery Mazdoor Union and upon the documents exhibited only in relation to the question of jurisdiction of this tribunal to entertain and adjudicate upon the reference as constituted, the learned Advocate of the management, and of both the unions proceeded to argue and to reply to the argument of the management respectively, and the hearing of the reference on preliminary point was completed on 8-9-1972.

4. As directed by their Lordships Hon'ble Mr. Justice B. C. Mitra and Hon'ble Mr. Justice S. K. Mukherjee of the Calcutta High Court, this tribunal after finishing the hearing of the reference is required to reneder an award but shall not publish it until the disposal of the appeal, arising out of Civil Rule No. 3187(m)/70, pending before their Lordships against the Original Order No. 2966/70 against which the employer took the appeal, being C.O. 4737(w) of 1970.

5. The Colliery Mazdoor Union in its statement of case filed on 22-9-1970 amongst other things stated in paragraph 7 that the Annexure A to the written statement will reveal on a close analysis that the Mines Department charged the management of the Colliery for illegal operation namely (1) High percentage of coal extraction in the stall area of this seam in the past, (2) recent robbing and spliting of stall ribs, directed for (a) "Large arrears in advance stabilisation" as the whole area was under heavy weight in consequence of the aforesaid illegal robbing of coal, (b) Stop production in the resections named therein till the aforesaid steps were not taken and (c) to have a time scheduled programme of work in this connection. In paragraph 8 of the statement, it is stated that the management having created a situation of their own choice as relected in the letter as above, marked Annexure A, on receipt of the same by a Notice dated 2-6-1970 initially laid off about 800 workmen. Copy of the said notice is enclosed and marked Annexure B and B1. In paragraph 9 of the said written statement, it is stated that as against that large lay off the union sent a telegram to the Labour Minister Central on 4-6-1970 followed by a confirmatory letter of the said date—Copy marked Annexure C. The facts contained in the said letter are all correct and shall be relied upon and only to avoid repetation the same are not being reproduced over again. In paragraph 10 of the written statement, it is stated that the management of the Colliery without conforming to the conditions of work as detailed in Annexure A, on false and malafide plea declared alleged closure with effect from 5-6-1970, by a notice dated 4-6-70 which was served on the Union at 11.30 p.m. only. Copy marked Annexure D. The plea taken in the said notice

was of no substance and the things could be set right as advised by the Department of Mine. The company illegally offered maximum 3 months' wages only as retrenchment compensation under Section 25FFF by this notice. In paragraph 11 of the written statement, it is stated that the workmen of the company were naturally very much aggrieved and agitated at the sudden change of attitude in declaring 'lay off' with an object of complying with the requirements of law for mining, having illegally robbed coal from prohibited areas, and on declaring 'closure' without doing anything on the third day, without assigning any reason worth consideration. In paragraph 12, it is stated that the union, however, kept the workmen under control and by a letter dated 7-6-70 to the Superintendent of the Colliery, copy marked Annexure E(?)(incomplete). The facts stated therein are all correct and shall be relied upon. In paragraph 13, it is stated that the management of the Colliery was acting with a design and was not responsive to the situation, the union by a letter dated 7-6-70 to R. L. C., Central, copy marked Annexure F, sought for the intervention stating facts which were correct. In paragraph 14 it is stated that conciliation proceedings were held on 16-6-70 in which parties were present. But as no settlement was possible to the admant attitude of the management, this tribunal was appointed to adjudicate the issue. The Union, therefore, prayed that the tribunal should answer the issue against the management of the colliery holding the closure to be unjustified, mala fide and in any case not for reasons beyond control on the facts of the case and award to all workmen on roll on 4-6-70 the relief of reinstatement with full back wages, alternatively full wages till the award becomes effective as the retrenchment was illegal in absence of compliance of Section 25F of the I.D. Act as well as one month's notice pay thereafter and also 15 days wage for each year of service, six months or more being deemed to be a year as provided in Section 25F of the I.D. Act. Lastly, the union prays for any other or further relief as may be deemed fit and proper.

6. In its written statement filed on 29-3-1972 the Colliery Mazdoor Congress (HMS) representing the workmen made almost the same statement of facts as those that are appearing in the written statement of the other union, the relevant portions of which I have already quoted. In paragraph 10 of the written statement of the Colliery Mazdoor Congress (HMS) it is stated that the management instead of acting as per advice of the Director of Mines Safety as content in his letter dated 29-5-70 resulted (?)(should be resorted) to another unfair practice by pretending to declare a closure with effect from 5th June, 1970 allegedly on account of "unavoidable circumstances beyond the control of the management" and offered only compensation under Section 25FFF of the Industrial Disputes Act to the maximum extent of 3 months. In paragraph 14 of the written statement, the Colliery Mazdoor Congress (HMS) states that the Union by a letter dated 5-6-70 addressed to M/s Burrakur Coal Co. Ltd. protested against the said closure as mala fide and instance of victimisation, and further protested against the allegation that the closure was no account of unavoidable circumstances beyond the control of the management as alleged in the notice of closure. The Union claimed that the workers were entitled to 15 days' wages for every year of service and notice pay. In paragraph 15 of the written statement, the Colliery Mazdoor Congress (HMS) states that as the management did not pay any heed to the letter of the union dated 5-6-70 the dispute was referred to the Assistant Labour Commissioner (Central) Asansol for conciliation. The conciliation effort of the said Officer failed due to the illegal, unjustified and mala fide attitude of the management and ultimately the matter has been referred to for adjudication. The Colliery Mazdoor Congress (HMS) prays that the tribunal may hold that the closure of the colliery by the management is not on account of unavoidable circumstances beyond the control of the employer and that the management of the colliery was not justified in offering retrenchment (1) of Section 25FFF of the Industrial Disputes Act said closure with effect from 5th June, 1970 and may be further pleased to direct the said management to grant full retrenchment compensation as provided in Section 25F of the said Act as being just, fair and legitimate and grant such further relief or reliefs as may be deemed fit and proper by the learned Tribunal. I have quoted the relevant paragraphs from the written statement of Colliery Mazdoor Union and Colliery Mazdoor Congress (HMS) verbatim and there appears in several paragraphs thus quoted in both the unions' written statement of case certain typographical errors.

7. The management in its written statement of case filed on 26th of July 1972, i.e., long after both the unions had filed their respective written statement of case before this tribunal stated in paragraph 2 of the written statement that the reference as constituted is incompetent and without jurisdiction in view of the following facts :

(a) The Saltore Colliery was closed down on account of unavoidable circumstances beyond the control of the management, inasmuch as any further mining operation in the said colliery was hazardous and fraught with grave and dangerous consequences, on and from 5th June, 1970, by a notice issued on the 4th June, 1970. The petitioner company states that the Director General of Mines Safety had noticed that further mining operation in this Saltore Colliery is hazardous and fraught with grave consequences.

(b) Immediately thereafter, the workmen of Saltore were informed individually by notice dated 4th June, 1970 that the Saltore Colliery operation would be closed as any further operation in the said Colliery is hazardous and fraught with dangerous consequences. By the aforesaid notice dated June 4, 1970, the services of all the workmen were terminated with effect from 1st shift of 5th June, 1970 and each workman was requested individually to collect all his legal dues including one month's pay in lieu of notice and compensation as per proviso to section 25FFF of the Industrial Disputes Act on any day from the 5th June 1970. The company states further that all the workmen working in Saltore Colliery prior to the closure, had already received their full legal dues.

(c) The company states further that the Regional Labour Commissioner (C) Asansol and others were duly informed by the petitioner company by Memo dated 4th June, 1970 of the closure of the Saltore Colliery and the consequent termination of the services of the employees of the said Colliery and further that the workmen were informed individually of closing down of the colliery with a request to them to collect their legal dues.

(d) Thereafter a dispute was raised by the Respondents before the Conciliatory machinery challenging the closure to be mala fide and/or not for unavoidable circumstances beyond the control of the management.

In paragraph 6 of the written statement the management states as follows :

"That the petitioner states—Central Government has acted without jurisdiction in making the instant reference. It is submitted 'Industry' as defined under the Industrial Disputes Act means "a live industry" and the object of the legislation is to maintain industrial peace and production and this can only be achieved in an existing industry and, therefore, any dispute arising out of closure will fall outside the purview of section 10 of the Industrial Disputes Act."

In paragraph 7 of the written statement of the management it is stated :

"That the aforesaid preliminary point which goes to the root of the jurisdiction may be decided before taking up the case on merits inasmuch as the resultant award will be void."

8. The reference as constituted in the Order dated 7-8-70 reads as follows :

"Whether the management of Saltore Colliery, Post Office Saltore, District Purulia of Messrs Burrakur Coal Company Limited was justified in offering retrenchment compensation as per proviso to sub-section (1) of Section 25FFF of the Industrial Disputes Act, 1947 to the workmen affected by the closure of Saltore Colliery with effect from the 5th June 1970 ? If not, to what relief are the workmen concerned entitled ?"

Now, Mr. Sanyal, the learned Advocate appearing for the management while arguing on the jurisdiction of this tribunal to entertain and adjudicate upon the reference as constituted first submitted that the terms of the reference in the language in which those are couched in the order of reference on analysis would show that the Saltore Colliery was in fact and in

law closed with effect from 5th June, 1970. The management of the colliery offered retrenchment compensation as per proviso to Sub section (1) of Section 25FFF of the Industrial Disputes Act to the workmen affected by the closure of the Saltore Colliery with effect from 5th June, 1970. If the management's offer of compensation under proviso to Sub-section (1) of Section 25FFF of I.D. Act, 1947 to workmen affected by closure of Saltore Colliery with effect from 5th June, 1970 was not justified, what relief are the workmen concerned entitled ? Mr. Sanyal pointed out referring to the constitution of the dispute under reference that there could be no question as to the closure of the colliery concerned on 5th June, 1970. Consequent upon the closure of the colliery with effect from 5th June, 1970 the management offered to the workmen concerned affected by the closure with effect from 5th June, 1970 compensation under Section 25FFF sub-section (1) and proviso thereto. If the offer of such compensation is not justified, the colliery, having had been closed in fact and in law with effect from 5th June, 1970, it was closed, if not in terms of the proviso to sub-section (1) of Section 25FFF of the I.D. Act but under Sub-section (1) of that section. The section 25FFF consequent upon a closure of an undertaking creates a right in favour of the workmen. The right gives rise to a benefit which is computable in money value. A closure may be for any reason under Section 25FFF(1), or may be under its proviso i.e., whre the undertaking is closed on account of unavoidable circumstances beyond the control of the employer. Both under Sub-section (1) and under proviso to Sub-section (1) of Section 25FFF a right to the benefit of compensation in favour of the workmen has been created when benefit is computable to money value. The right to the benefit of compensation under Section 25FFF(1) and proviso thereto originates out of a closure that has been effected both in fact and in law. This closure may be for "any reason" as sub-section (1) to Section 25FFF lays down or on account of unavoidable circumstances beyond the control of the employer as under the proviso but still the right to the benefit of compensation does not arise till there has been a closure in fact and in law of an undertaking. After the undertaking had been closed, the industry in question ceased to exist and there remained no longer either the employer or the employee in a industry which was dead consequent upon its closure in fact and in law. The right to the benefit of compensation under Section 25FFF(1) and the proviso thereto created in favour of the erstwhile workmen against the erstwhile employer of a closed industry consequent upon the closure of the industry flows out of the closure, but not before the closure. If an industry was closed in fact anl in law it ceased to exist. The demand relating to the right of the erstwhile workmen to the benefit of compensation, following the closure of an undertaking that may be made either under Section 25FFF sub-section (1) or under proviso to Sub-section (1) would not relate to an industry since following the closure the place of employment was closed so also the business of the employer, and the employment of workmen ceased to exist as well as the relationship of employer and workmen. The dispute as to whether the workmen affected by closure acquired the right to the benefit of compensation either under Sub-section (1) of Section 25FFF or under the proviso to that sub-section would not relate to an industry i.e., business in an undertaking of the employer and the employment or non-employment of the workmen in an industry following the closure of an undertaking i.e., the industry i.e., when the business in the undertaking of the employer and the undertaking itself cease to exist so also the employment of the workmen in the undertaking. With the closure of an undertaking when the industry ceases to exist and with it the employer and the employee, consequent upon such closure, the erstwhile workmen affected by the closure would not be considered as retrenched within the meaning of the expression retrenchment, as appearing in Section 2(oo) of the Industrial Disputes Act. Retrenchment, in the definition of workmen in Section 2(s), read with that expression in Section 2(oo) of the Industrial Disputes Act covers a case where the industry is a going concern and there is the subsisting relationship of the employer and the workmen in the said running industry when the employer in such an industry caused retrenchment of the employees or the workmen which retrenchment should be considered to be one, as defined in Section 2(oo) of the Industrial Disputes Act. But when there has been a "closure" in fact and in law which caused cessasion of the industry and the relationship of the employer and the workmen in regard to such industry, there can be no retrenchment within the meaning of Section 2(oo) read with Section 2(s) of the Industrial Disputes Act although, with the closure there is however retrenchment of workmen enbloc as commonly understood, but still closure, as retrenchment has been defined in Section 2(oo) of the I.D. Act is not such "retrenchment" as that expression occurs in the definition of workman in Section 2(s) of the I.D. Act. Section 25FFF sub-section (1) uses the expression "as if", and brings out the legal distinction between "retrenchment" defined by Section 2(oo) and the termination of service of the workmen enbloc consequent upon a closure. The expression in Section 25FFF sub-section (1) "shall be entitled to notice and compensation in accordance with the provisions of Section 25 as if the workman had been retrenched", provides a basis for calculating the amount of compensation payable to the workmen and does not provide for the measure of compensation. Section 25FFF sub-section (1) for the limited purpose has referred to Section 25F with the expression "as if the workman had been retrenched". Mr. Sanyal, therefore, submitted that the reference as constituted clearly calls upon the tribunal to proceed with the footing that there had been the closure of the colliery on and from 5th June, 1970, and that upon such "closure" the workmen under Section 25FFF acquired a right to the benefit of compensation. The closure may be for "any reason" or it may be on account of unavoidable circumstance beyond the control of the employer. The management closed the colliery in fact and in law with effect from 5th June, 1970 and offered by the notice of closure on each workman compensation under proviso to Sub-section (1) of Section 25FFF. The workmen after 5-6-70 raised a dispute against the offer of such compensation through both the unions. The Colliery Mazdoor Union by its letter dated 7-6-70 addressed to the Colliery Superintendent made a demand of the management alleging the closure as mala-fide and refusing to accept the compensation as offered by the management. The Colliery Mazdoor Congress (HMS) by its letter dated 5-6-70 received by the management on 8-6-70 at least after 5-6-70 and between 6-6-70 and 8-6-70 raised the dispute before the management protesting against the closure as malafide and refusing to accept the compensation offered by the management to the workmen concerned. The dispute was thereafter taken up for conciliation at the instance of both the unions representing the workmen of the colliery concerned. There was the failure report. On receipt of the failure report the Central Government made the reference in the terms appearing therein. The subject of conciliation, as the failure report shows, which is attached with the order of reference sent to this tribunal, appears as follows :

> "I. D. between the management of Saltore Colliery of M/s. Burrakur Coal Co. Ltd. and their workmen represented by Colliery Mazdoor Union (ITUC), Asansol and Colliery Mazdoor Congress (HMS), Asansol over alleged illegal and malafide retrenchment of the workers of Saltore Colliery."

There are three paragraphs in the failure report which read as follows :

> "The Colliery Mazdoor Congress (HMS), Asansol and Colliery Mazdoor Union (INTUC), Asansol raised an industrial dispute under their letter Nos. CMC/MS/77/70; dated 9-6-70 and A-4/71-73, dated 7-6-70 (copies enclosed) respectively over the issues mentioned above.
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> 2. The dispute was taken up in discussion by me in this office on 16-6-70 when both the parties attended. After a length and prolonged discussion I held conciliation proceedings on the very date. As the partles were adamant in their stand no settlement could be brought about. A copy of the minutes of discussions recorded during the conciliation proceedings is enclosed.
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> 3. On my suggestions the representatives of the aforesaid unions were agreed to refer this dispute for voluntary arbitration under I. D. Act or Code of Discipline in Industry but the representative of the management was not willing to do so as according to them there was no merit in the case."

Along with the failure report there is the letter dated 9th June, 1970 from Sri M. N. Singh, Assistant Secretary, Colliery Mazdoor Congress (HMS) addressed to the Assistant Labour Commissioner, Central, Asansol, subject being "wrongful closure of Saltore Colliery, P. O. Saltore, Distt. Purulia with effect from 5-6-70". In the first paragraph of the letter it is stated that the management of Saltore Colliery by a notice dated 4-6-70 have closed down the mine with effect from 5-6-70. In this connection Sri Singh addressed a letter being No. CMC/MNS/67/70 dated 5-6-70 to the

Superintendent (Raniganj) Bankola Colliery with a copy to the Assistant Labour Commissioner, Central. It is stated in that letter that as a result of this closure more than 1100 workmen became permanently unemployed. Along with the failure report there is a copy of another letter dated 7th June, 1970 from the General Secretary of the Colliery Mazdoor Union (ITUC) addressed to the RLC(C), Asansol on the subject 'Cloure of Saltore Colliery with effect from 5-6-70 and consequent termination of services of approximately 1,000 employees'. The first paragraph of the letter says that the management of Saltore Colliery vide their notice dated 4-6-70 totally closed the mine with effect from 5-6-70 by the same notice they terminated the services of approximately 1,000 workmen and offered them retrenchment compensation under Section 25FFF of the I. D. Act. A copy of the minutes of the conciliation proceeding was also forwarded along with the failure report to this tribunal. For the management the contention was that the closure of the colliery was effected on account of unavoidable circumstances beyond the control of the management. For the Colliery Mazdoor Union it was contended before the Conciliation Officer that the plea of the management that the closure was for unavoidable circumstances beyond the control of the management was not a whit true. If the management reopened the mine or in case they sticked to the decision of the closure they should pay full compensation as per Section 25F of the Industrial Disputes Act, 1947. Sri Rudra, General Secretary, Colliery Mazdoor Congress (HMS) contended before the Conciliation Officer that the management without following the instructions of the Mines Department had purposely closed down the mine to deprive the workers of their legitimate dues. The management should pay retrenchment compensation as per Section 25F of the Industrial Disputes Act in case they do not reopen the mine. The management should comply with the instructions of the Mines department to re-open the colliery as quickly as possible and pay full wages to the workmen sitting idle. On these materials the Central Government formed the opinion under Section 10(1) of the Industrial Disputes Act as to the existence of an industrial dispute and referred the dispute to this tribunal under Section 10(1)(d) of the Industrial Disputes Act. The Schedule to the reference lays down the constitution, the scope and the content of the demand, relating to the dispute under reference, made by the two unions respectively before the A.L.C., who having failed to conciliate the demand relating to the dispute, reproted such failure to the Central Government, that made the reference in the terms as in the Schedule already quoted.

9. I have looked into the failure report and the statement of demand made by the two unions before the A.L.C. (C), which came to this tribunal along with the order of reference only to determine the scope and content of the demand relating to the dispute referred to for adjudication by the tribunal. The demand of the unions was on the footing of a closure for payment of compensation under Section 25F of the Industrial Disputes Act. Mr. Sanyal referred to the pleadings of both the unions, I mean the statement of case filed by both the unions and to the statement of case filed by the management in regard only to the jurisdictional fact as to whether there had been a closure in fact and in law with effect from the first shift of 5-6-70. The closure was notified to be effective from the first shift of 5-6-70. On 4th June, 1970, the closure was neither declared nor was made effective. The notice of closure though dated 4th June, 1970 was to be effective on and from 1st shift of 5-6-70. The Colliery Mazdoor Congress (HMS) by its letter, Ext. M1, upon which Mr. Sanyal relied, dated 5-6-70 raised a demand disputing the offer of compensation by the management to the workmen affected by the closure on and from the first shift of 5-6-70 under Section 25FFF. This letter, ext. MI, dated 5-6-1970 sent as per registered post to the Superintendent of the colliery concerned, if received, according to Mr. Banerjee appearing for the Colliery Mazdoor Congress, on 6-6-70 by the Superintendent of Colliery, raised the demand of reopening the mine and payment of full wages to the workmen at the same time refusing to accept the offer of compensation by the management to the workmen concerned under Section 25FFF Subsection (1) proviso thereto of the Industrial Disputes Act. The Colliery Mazdoor Congress in its written statement, paragraph 14, specifically stated that by a letter dated 5-6-70 which is Ext. M1, the union protested against the said closure and the letter if Mr. Banerjee's contention is correct which Mr. Sanyal did not accept, was received by the Superintendent of the colliery concerned on 6-6-70. The Colliery Mazdoor Union in paragraph 12 of its written statement stated that on 7-6-70 it addressed a letter to the Superintendent of colliery concerned and the copy of the letter marked Annexure E containing true facts stated therein have been attached to the written statement. Annexure E is Ext. W6. Subject is notice dated 4-6-70 of closure of Saltore Colliery and consequent termination of services of the employers of the said colliery In paragraph 3 Ext. W 6 it refers to the lay off notice in regard to 700 workmen given by the colliery on 2-6-70. In paragraph 4 Ext. W6 it is stated, "it is strange that the earlier decision dated 2-6-70 was reversed within 48 hours and on 4-6-70 the notice of closure under reference was issued. It is further clear that whatever may be the reasons for such sudden change of decision the closure itself has nothing to do with unavoidable circumstances beyond the control of the management inasmuch as any further mining operation in the said colliery hazardous and fraught with grave and dangerous consequences as has been stated in the notice of closure". In the next paragraph it is stated, "From facts and circumstances as stated above that it is evident that the closure of the colliery and consequent termination of services of 1000 persons approximately were avoidable". In the last but one paragraph of the letter it is stated, ".....we request you to please revise your decision and to reopen the colliery", and in the last paragraph it is stated, "In case you stick to your decision we may make it clear that all the workmen whose services have been terminated shall have to be paid retrenchment compensation according to the provision of Section 25F of the I. D. Act". So, both the unions made the demand of the management vide Ext. M1 and W6 after the closure, disputing the management's offer of closure compensation under Section 25FFF sub-section (1) proviso thereto to the workmen, following the closure, as offered by the management by closure notice effective on and from the first shift of 5-6-70 as well as demanding compensation under Section 25F of the Industrial Disputes Act. Both the unions, however, demanded reopening of the colliery which was closed with effect from first shift of 5-6-70.

10. Now, from the statement of case filed by both the unions and by the management and from the two letters Ext. M1 and W6 there can be no doubt or dispute that with effect from first shift of 5-6-70 the workmen of the colliery concerned were affected by the closure of the colliery by the management of the colliery concerned and that after the closure the two unions made the demand on the management. Both the unions refused to accept the offer of the management on behalf of the workmen represented by each of the union to accept compensation offered by the management consequent upon closure of the colliery concerned, under Section 25FFF(1) proviso thereto, and made demand for compensation under Section 25F or in other words not under proviso to Section 25FFF sub-section (1) but under Section 25F of the Industrial Disputes Act. In addition to the said demand both the unions demanded of the management for reopening of the colliery that had been affected by closure with effect from first shift of 5-6-70. So, the Central Government while considering the materials before it that means the failure report, the demand letters filed before the Conciliation Officer by both the unions which I have already discussed, framed the issue covering the demand of the workmen represented by both the unions relting to the dispute referred to for adjudication by this tribunal under Section 10(1)(d) of the Industrial Disputes Act. Examining the language used in the issue framed on the demand of the unions relating to the dispute referred to for adjudication by this tribunal by the Central Government. Mr. Sanyal rightly pointed out that the expression 'workmen affected by the closure of the Saltore Colliery with effect from 5th June, 1970 read with reference to the context of the words preceding to that expression in the issue appearing in the order of reference, closure in fact and in law with effect from first shift of 5th June, 1970 of the colliery concerned could hardly be controverted. Referring to Ext. M1 and W6 and the written statements filed by both the unions and by the management the relevant portion of which I have discussed, Mr. Sanyal rightly pointed out that the demand of the unions relating to the dispute that has been referred to for adjudication by this tribunal by the Central Government had been raised by the unions after the closure of the colliery in fact and in law not only to the management but also to A.L.C.(C), Asansol. His submission is correct. His submission is fully borne out by the materials on record which I have already discussed.

11. Mr. D. L. Sen Gupta, learned Advocate appearing for the Colliery Mazdoor Union while replying to Mr. Sanyal's

argument clearly admitted that there was closure in fact and in law of the colliery concerned with effect from first shift of 5-6-70. Mr. Banerjee appearing for the Colliery Mazdoor Congress (HMS) while replying to Mr. Sanyal's argument contrary to paragraph 14 of the written statement of the union concerned submitted that the dispute meaning the dispute under reference was raised before the management on 4-6-70. This submission of Mr. Banerjee is directly in conflict with the admission made by Mr. Sen Gupta who very fairly admitted as an astute Advocate that closure of the colliery in fact and in law had been effective from the first shift of 5-6-70. In paragraph 14 of the union's written statement to which I have already referred the Colliery Mazdoor Congress (HMS) clearly admits that the closure had been effective on and from 5-6-70 in view of the notice of the management wherein it is stated that it was to be effective from first shift of 5-6-70.

11. Therefore, I hold that in fact and in law the Saltore colliery was affected by closure on and from the first shift of 5-6-1970. In the schedule to the reference relating to the issue referred to for adjudication by this tribunal there is the expression "workmen affected by the closure of Saltore colliery with effect from 5th June, 1970". So, Mr. Sanyal's argument that in fact and in law the colliery concerned was closed by the notice which is admitted by both the unions with effect from 1st shift of 5-6-1970 cannot be controvered and I hold accordingly.

12. In view of Exts M 1 and W 6, the materials upon which the Central Government formed opinion while referring the dispute under reference for adjudication to this tribunal, and of the statement of case, filed by both the unions and the management already discussed, the demand relating to the dispute under reference had been raised by both the unions representing the workmen before the management as well as before the A.L.C. (C), Asansol after the workmen of the colliery concerned were affected by the closure of the colliery that had been effective on and from the first shift of 5-6-1970. Mr. Sanyal's argument that the demand relating to the dispute under reference of the management, and of the Government by both the unions had been made after the workmen of the colliery concerned had been affected by the closure of the colliery was also admitted to be correct by Mr. Sen Gupta, the learned Advocate appearing for the Colliery Mazdoor Union. He referred to a telegram, Annexure C and a confirmatory letter Annexure C1 to the written statement of the union dated 4-6-1970 addressed to the Minister of Labour, Government of India, New Delhi. The statement Annexure C reads as "management Saltore Colliery, Purulia, West Bengal declared lay off from 2nd 800 workmen affected ultimate intention closure prey intervention letter follows". The letter Annexure C1 addressed to the Minister of Labour, Employment and Rehabilitation, New Delhi, dated 4-6-1970 is in confirmation of the telegram dated 4th June, 1970. Annexure C. It is clear from the contents of the letter that on 4-6-1970 there was only lay off but no closure. So, on 4-6-1970 no dispute relating to closure could have been raised by the Colliery Mazdoor Union either to the management or to the Minister, when there had been no closure in fact and in law of the colliery on 4-6-1970, when Mr. Sen Gupta very frankly admitted that the workmen of the colliery were in fact and in law affected by the closure with effect from first shift of 5-6-1970. Mr. Banerjee's submission, as I have already pointed out, that the demand relating to the dispute under reference was raised on 4-6-1970 before the management was contradictory to the written statement of the Colliery Mazdoor Congress, paragraph 14 and Ext. M1 the Union's letter as well as the written statement of the Colliery Mazdoor Union and its letter Ext. W6 and annexure C and C1.

13. Therefore, I hold that the demand relating to the dispute under reference had been raised by both the unions before the management and the Government after the colliery concerned had been in fact and in law affected by closure with effect from first shift of 5-6-1970 as was rightly contended by Mr. Sanyal on behalf of the management.

14. Mr. Sanyal then drew my attention to a decision of His Lordships Hon'ble Mr. Justice B. C. Mitra of the Calcutta High Court in the case of Jewell Filter Company Ltd., and State of West Bengal and others, reported in 1969 II LLJ p. 221 and to the decision of their Lordships of the Supreme Court in the case of Pipraich Sugar Mills, Ltd. and Pipraich Sugar Mills' Mazdoor Union, reported in 1957 I LLJ p. 235 and submitted that in view of the decision of the Supreme Court and the Calcutta High Court the reference containing the issue received for adjudication by this tribunal under Section 10(1)(d) of the Industrial Disputes Act was ultravires the jurisdiction of the Central Government to refer it for adjudication by the Tribunal and that the reference as constituted could hardly be entertained and adjudicated upon by this tribunal. As I have found that there had been in fact and in law the closure of the colliery which was effected from the first shift of 5-6-1970, the two decisions relied on by Mr. Sanyal clinch on the issue as to the competency in law of the Central Government to refer the dispute for adjudication and the jurisdiction of this tribunal to entertain and to adjudicate upon the issue referred to by the Central Government. The dispute referred to for adjudication by this tribunal as constituted is not an industrial dispute since the colliery concerned had in fact and in law been affected by closure with effect from 5-6-1970 and the demand relating to the dispute under reference had been made by both the unions representing the workmen affected by the closure before the management and the Government after the closure had in fact and law been effective from 1st shift of 5-6-1970. What as the demand of the union ? The unions refused the offer of the management regarding payment of compensation to the workmen affected by the closure under Section 25FFF(1) and proviso thereto and demanded payment of compensation under Sec. 25F of the Industrial Disputes Act. Alternatively it demanded opening of the colliery and reinstatement of the workmen with full wages. Such demand was made consistently before the management and the A.L.C. (C), i.e. the Government by both the unions representing the workmen after the workmen of the colliery had been affected by the closure. When there is closure of an undertaking which is in fact and in law admitted, and is also found by a tribunal, as in this case, no dispute arising out of such closure and following such closure can be an "industrial dispute" in regard to such an industry, not existing at a time when the demand relating to and arising out of the closure is made by the unions on behalf of the workmen affected by the closure of the management as well as of the Government. Industry is defined in Section 2(j) of the Industrial Dispute Act. It means, any business, trade, undertaking, manufacture or calling of employers and includes any calling, service employment, handicraft, or industrial occupation or avocation of workmen. An undertaking (which is the colliery concerned) of employer includes in such undertaking the employment of workmen in the undertaking concerned. Industrial dispute as defined by Section 2(k) of the Industrial Disputes Act, 1947 means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or nonemployment or the terms of employment or with the conditions of labour, of any person. Lay-off is defined in Section 2(kkk) and lock-out in Section 2(l) of the I.D. Act. Lay-off means, the failure, refusal or inability of an employer on account of shortage of coal, power or raw materials or the accumulation of stocks or the breakdown of machinery or for any other reason to give employment to a workman whose name is borne on the muster rolls of his industrial establishment and who has not been retrenched. Lockout means, the closing of a place of employment, or the suspension of work, or the refusal by an employer to continue to employ any number of persons employed by him. When there is closure in fact and in law effective from a certain date, there is no industry within the meaning of section 2(j) of the Industrial Disputes Act following such closure. There is then neither the undertaking of the employer nor the calling of the employer nor the employment of workmen. If there is neither the employer nor the employee nor the undertaking in fact and in law, any dispute resulting from such closure in fact and in law of such undertaking fails to satisfy the ingredients of industrial dispute existing or apprehended between the employer and the workmen relating to their employment or non-employment or the terms of employment or the condition of employment. When there is no employer, no undertaking and the workmen in existence following the closure of an undertaking in fact and in law, there can be no industrial dispute. But the lay-off, as defined in Section 2(kkk) of the Industrial Disputes Act clearly shows that here is employer and the industry but the employer fails, refuses or is unable for certain reason as enumerated there in the definition to give employment to a workman whose name is borne on the muster roll of his industrial establishment and who has not been retrenched. Lockout means the closing of the place of employment or suspension of work or the refusal by an employer to continue to employ any number of

persons employed by him. In lockout the place of employment may be closed, but not the business itself. There may be suspension of work and the closing of the place of employment, but not closing of the business of an undertaking. There may be refusal by an employer to continue to employ any number of person employed by him, when the place of employment is closed but the business in the undertaking is going on. So, in a lockout there is employer existing as well as the business in the undertaking. Retrenchment as defined in Section 2(oo) of the Industrial Disputes Act means the termination by the employer of the service of a workmen for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include voluntary retirement of the workman or retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf or termination of the service of a workman on the ground of continued ill-health Here again there is the industry existing as well as the employer but retrenchment of a workman under certain conditions has taken place. So, in lay off, "lock-out" and "retrenchment" the employer does not efface itself from the undertaking which remains as a going business. In case of a lock-out there may be closing of a place of employment but not closing of the business of an undertaking. In retrenchment, there may be termination of service of all workmen or some of the workmen but there still is the industry existing and the employer as well, but in closure which in fact and in law admitted and is found by a tribunal or a Labour Court, there is no industry existing consequent upon the closure. There means the employer has efaced himself by closing the place of the employment in the undertaking as well as the business in the undertaking wherefor the workmen employed in the undertaking or the industry have, as popularly known, been retrenched en-bloc. But retrenchment as defined in Section 2(oo) of the Industrial Disputes Act, consequent upon the closure of an undertaking in fact and in law, has a different legal connotation. In the case of Anakapalla Cooperative Agricultural and Industrial Society and its workmen and others reported in 1962 II LLJ, p. 621 Sc., their Lordships of the Supreme Court pointed out that in Section 25FF there is the expression "as if" with its subtle legal significance. In Section 25FFF(1) there is also the expression "as if". The expression "as if" in Section 25FF is preceded by the following words : "shall be entitled to notice and compensation in accordance with the provisions of Section 25F, *as if* (and followed by the words)" the workman had been retrenched". Similarly, in Section 25FFF the expression "as if" is preceded by the words "shall be entitled to notice and compensation in accordance with the provisions of Section 25 *as if* (and followed by the words) "the workman had been retrenched". In interpreting legal significance of this 'as if' in Section 25FF their Lordships at page 629 of the report right hand column observes, "The words 'as if' bring out the legal distinction between retrenchment defined by S. 2(oo) as it was interpreted by this Court and termination of services consequent upon transfer with which it deals. In other words, the section provides that though termination of services on transfer may not be retrenchment, the workmen concerned are entitled to compensation *as if* the said termination was retrenchment. This provision has been made for the purpose of calculating the amount of compensation payable to such workman rather than provide for the measure of compensation over again, S. 25FF makes a reference to S. 25F for that limited purpose, and therefore, in all cases to which S. 25FF applies, the only claim which the employees of the transferred concern can legitimately make is a claim for compensation against their employers. No claim can be made against the transferee of the said concern". I most respectfully adopt and follow the aforesaid observations of their Lordships while considering 'as if' in relation to Sec. 2(oo) and Section 25F as occuring in Section 25FFF sub-section (1) of the Industrial Disputes Act. Transferee, as laid down in Section 25FF, under certain condition, is not an employer of the workman of the transferor. So, when there has been in fact and in law a valid transfer and such transfer does not fall within the provisions of clauses a, b and c of the proviso of that Section, the workman in the concerned transferred is entitled to "transfer compensation" "as if" as retrenchment compensation under Section 25FF against the transferor by fiction of law. In case of a closure, following their Lordships' observations as quoted above, which has been in fact and in law effective on and from 5-6-1970 found by the tribunal in this case, the expression 'as if' in relation to Section 25F of the I.D. Act as occuring in Sub-section (1) of Section 25FFF of the Act, by fiction of law clothes the erstwhile workmen with the right to the benefit of colsure compensation computable as retrenchement compensation as in Sec. 25F against the erstwhile employer arising out of the closure in fact and in law of the erstwhile undertaking, available to the erstwhile workmen, in the circumstances as enumerated either under Section 25FFF(1) or under the proviso thereto, even though, consequent upon such closure, the industry itself had ceased to exist, i.e. undertaking itself, and with it the employer and the employees. In the case of retrenchment, as defined under Section 2(oo) of the I.D. Act so also of lay-off and lock-out the employer does not cease to exist not also the industry. But in a closure which is in fact and in law has been found to be effective from a particular date i.e. 5-6-1970 as in this case there is no existing industry nor the employer and the employee, although for the limited purpose of creating a right to the benefit of compensation available to the erstwhile workmen and the corresponding liability of the erstwhile employer to pay such compensation, following the closure has been created by Section 25FF. It is pertinent to note that Section 25FFF(1) refers to closure of an undertaking for any reason whatsoever while the proviso to Sub-section (1) of Section 25FFF relates to closure of an undertaking on account of unavoidable circumstances beyond the control of the employer. So, the right to the benefit of compensation consequent upon the closure in fact and in law of an undertaking has been created in case of a closure for any reason" computable under Section 25F of the Industrial Disputes Act and as laid down in Sub-section (1) of Section 25FFF, while the proviso to Sub-section (1) of Section 25FFF lays down, in case an undertaking is closed on account of un unavoidable circumstances beyond the control of the employer, how the compensation is to be computed and to be paid to the workman. So, when a closure in fact and in law of an undertaking is found by a tribunal in an adjudication proceedings over an issue referred to it for adjudication, the tribunal cannot entertain and adjudicate upon any demand of the workmen claiming that their right to the benefit of compensation available to them consequent upon the closure should be computed by the tribunal, not under proviso to sub-section (1) of Section 25FFF, but under Sub-section (1) of Section 25FFF, since such a demand, if at all raises a dispute between the employer and the workmen cannot be construed as an "industrial dispute" within the meaning of Section 2(k) of the Industrial Disputes Act. The present reference, as constituted, and as found by this tribunal, a part from the admission made by Mr. D. L. Sen Gupta representing Colliery Mazdoor Union at the time of his reply to the argument of Mr. Sanyal, calls upon this tribunal to decide whether the workmen of the colliery concerned affected by the closure with effect from 5th June, 1970 is entitled to closure compensation, and if so whether the management's offer of closure compensation under the proviso to Sub-section (1) of Section 25FFF of the Act was justified. The terms of reference as constituted, therefore, apart from the pleadings of the parties, evidence, and the admission of Mr. D. L. Sen Gupta, leave no room for contending that the offer of compensation by the management to the workmen affected by the closure of the colliery concerned with effect from 5-6-70 under the proviso to Section (1) of Section 25FFF was refused by the workmen and the workmen demanded of the management and the Government closure Compensation not under proviso but under Sub-section (1) of Section 25FFF. The indisputable fact is that the colliery concerned was closed in fact and in law with effect from first shift of 5-6-70. So soon as the colliery was closed in fact and in law Section 25FFF began to operate and as I have already observed, the section creates in favour of the erstwhile workmen and against the erstwhile employer a right to the benefit and the corresponding liability to pay the benefit i.e. closure compensation following the closure whether for any reason or for unavoidable circumstance beyond the control of the employer. So, if the closure in fact and in law had been effected, the right to the benefit of closure compensation in favour of erstwhile workmen and the corresponding liability to pay such compensation of the erstwhile employer is computable to money value in the manner prescribed either under Sub-section (1) of Section 25FFF or under the proviso thereto depending upon the reason of the closure i.e. for any reason whatsoever or for unavoidable circumstances beyond the control of the employer. Therefore, the terms of the reference relating to the demand of the workmen raising the dispute referred to for adjudication by this tribunal by the Central Government clearly falls within the mischief of law as laid down by the decision of the Supreme Court as well as of the Calcutta High Court making the reference of the alleged dispute

couched in the language as appearing in the terms of the reference incompetent in law disentitling the tribunal to entertain the same for adjudication since the right and the corresponding liability, as under Section 25FFF(1) or under the proviso thereto, in the erstwhile workmen and in the erstwhile employer, do not originate when the industry is alive and there is the existing relationship of the employer and employee but only after the industry had ceased to exist (the undertaking as the colliery is) so also the relationship of the employer and the employee. Therefore, the issue referred to for adjudication is only as to the justification of the employer's offer of closure compensation to the workmen affected by the closure with effect from 5-6-70 under proviso to Sub-section (1) of Section 25FFF and that is the only question that has been referred to for adjudication by this tribunal on the footing of closure in fact and law effective on and from 5-6-70 against the colliery workmen. Now, if the tribunal could have entertained such a reference and could have decided that there was no justification in the management's offering closure compensation to the workmen effected by the closure with effect from 5-6-70, it might have directed compensation to be awarded not under the proviso to Sub-section (1) of Section 25FFF but under Sub-section (1) of Section 25FFF computing the right to the benefit of such compensation to money value following the method prescribed by Section 25F of the Industrial Disputes Act. But this very dispute as to whether the management is justified or not in offering the closure compensation to the workmen affected by the closure with effect from 5-6-70 under proviso to Sub-section (1) of Section 25FFF is not between employer and the workmen having such existing relation with reference to an existing industry after 5-6-70 but it relates between an erstwhile employer and erstwhile workmen affected by the closure of the industry. By fiction of law, as I have already observed, the statute has created a limited right and a limited liability in favour of the erstwhile workmen and against the erstwhile employer in relation to a dead industry in specific terms and conditions as laid down under Section 25FFF of the Industrial Disputes Act. Therefore, Mr. Sanyal's contention that the reference as constituted cannot be entertained by this tribunal nor can it be adjudicated upon gets conclusive support from the two decisions, one of the Supreme Court and another of High Court at Calcutta to which Mr. Sanyal drew my attention. In page 225 of 1969 II LLJ His Lordship Mr. Justice Mitra observes. "It is now well-settled that if there is a closure of an undertaking there can be no industrial dispute on any matter connected with the business and undertaking closed. It is also well-settled that the Industrial Disputes Act, 1947 applied to an existing industry and not a dead industry". In this case as also in Jewell Filter Co.'s case, although the unions challenged the closure as malafide, Mr. D. L. Sen Gupta the learned Advocate in all fairness admitted before me while replying to Mr. Sanyal's argument that in the present case there had been in fact and in law closure of the colliery concerned with effect from 5-6-70 and that the demand relating to the dispute had been raised by the union represented by Mr. Sen Gupta before the management for the first time on 7-6-70 and thereafter before the A.L.C.(C). But Mr. Sen Gupta contends in reply to Mr. Sanyal's argument that the reference under Section 10(1)(d) in the terms in which it came before the tribunal for adjudication was competent in law and the tribunal had jurisdiction to entertain and adjudicate upon the reference. He further submitted that if the tribunal held that the offer of the management of the closure compensation under proviso to Sub-section (1) of Section 25FFF was not justified, the tribunal was well entitled to award such compensation under Sub-section (1) of Section 25FFF. As I have already pointed out quoting the observation of His Lordship Hon'ble Mr. Justice B. C. Mitra that the question referred to for adjudication in the present case cannot be entertained by this tribunal nor can it be adjudicated by the tribunal. Mr. Sanyal while arguing over the illegality of the reference and the lack of jurisdiction in the tribunal to entertain the reference, drew my attention to a decision of their Lordships of the Patna High Court in the case of Hind Shippers (Private) Ltd, and another and Central Government Industrial Tribunal, Dhanbad, reported in 1968 I LLJ p. 365. In that case the Central Government made a reference like this, "Whether the closure of the Jogta Colliery by Jogta Coal Company, Ltd., with effect from 4 August, 1963, was on account of unavoidable circumstances beyond the control of the employers? If not, to what relief are the workmen entitled?" The Dhanbad Central Government Tribunal to which the reference was sent for adjudication held that the closure of Jogta colliery was not on account of unavoidable circumstances beyond the control of the employer as alleged by them. Therefore the proviso to Section 25FFF(1) of the Act did not apply to the instant case but Section 25F applied and as such the concerned workmen were entitled to full retrenchment compensation under Section 25F of the Act. At page 367 of the Report their Lordships of the Patna High Court observed, "The closure as a fact has never been in dispute. Indeed, the reference proceeds on the assumption that there has been a closure already. The right to compensation as a result of closure may be a statutory right but it is manifest that the right arises and accrues to the workmen because of the closure". At page 368 of the report after discussing the effect of the decision of the Supreme Court in Pipraich Sugar Mills Ltd., vs Pipraich Sugar Mills Mazdoor Union (1967 I LLJ 235), the Tea District Labour Association, Calcutta v Ex. Employees of Tea District Labour Association and another (1960 I LLJ 802) and Sita Ram Sah vs State of Bihar (1960 I LLJ 637), their Lordships of the Patna High Court observe, "It was pointed out that after the closure of the business there was no industry in existence and accordingly a notification made subsequent to the closure, as in the instant case, by the appropriate Government under S. 10 of the Act was illegal and must be quashed". These decisions, in my opinion, conclude the matter in favour of the petitioners. The reference has been made in regard to compensation payable as a result of the closure and is based on a notification after the closure. It follows, applying the principle laid down in the decisions referred to above, that the reference itself was beyond the competence of the Central Government. The resultant award must, therefore, be held as void and the contentions raised on behalf of the respondents must fail. The fact that the claim of the workmen concerned to a certain quantum of compensation was disputed by the management may have given rise to a dispute, but such a dispute, in my opinion, is precisely a matter which has to be investigated by the specified labour court under the provisions of Sub-s. (2) of Sec. 33C of the Act and it does not lie in the competence of the appropriate Government to forge an additional remedy in such cases by making a reference under any of the Sub-clauses of S.10 of the Act." I have already pointed out earlier in this award the legal incompetence of the Central Government to refer the present dispute which is not an industrial dispute for adjudication by this tribunal under Section 10(1)(d) of the Industrial Disputes Act. Analysing the provisions of Sections 2(oo), 2(j), 2(k), 2(l) and Section 25FFF, Section 25F, I also respectfully agree with the principle laid down in the decision of the Patna High Court. I find that the reference as constituted in the Patna case raised the same question as that raised in the reference under consideration in this proceeding. In the Patna case there was the offer of compensation by the management to the workmen affected by the closure with effect from 5th August, 1963 and that the quantum of compensation offered was under proviso to Sub-section (1) of Section 25FFF. In the present case also the workmen affected by the closure of the colliery with effect from 5-6-70 was offered compensation under proviso to Sub-section (1) of Section 25FFF i.e. closure under circumstances beyond the control of the employer. In the Patna case the offer of the management was refused by the Union as in the present case. So the Central Government referred the dispute as to the quantum of compensation available to the workmen before the Industrial Tribunal at Dhanbad under Sec. 10(1)(d) of the Industrial Disputes Act. In that context their Lordships held that the reference was incompetent and the award was without jurisdiction. So, the present case is in all fours with the case decided by the Patna High Court. So, I respectfully accept the principles laid down in the Patna case and apply the same in the present case, so also the principles laid down in the Calcutta case, which I also apply in the present case.

15. Mr. Sen Gupta admitting that there had been the closure in fact and in law of the colliery concerned with effect from 5th June, 1970 contended that the reference as constituted was valid and that if the tribunal found that the compensation offered by the employer to the workmen under proviso to Sub-section (1) of Section 25FFF was not justified, the tribunal within the scope and content of the reference as constituted had jurisdiction to award compensation under sub-section (1) of Section 25FFF holding that the management's offer of compensation under proviso to Sub-section (1) of Sec. 25FFF was not justified. To work out the proposition Mr. Sen Gupta at one time in course of his reply faintly hinted that the tribunal was to decide whether

the closure was bonafide or malafide or whether for unavoidable reasons beyond the control of the management. But looking into Sub-section (1) of Section 25FFF of the Industrial Disputes Act where there is expression 'any reason whatsoever' in relation to the closure Mr. Sen Gupta did not press his point but frankly admitted that there has been closure in fact and in law and contended that the closure was not under unavoidable circumstances beyond the control of the management and that the reference calling upon the tribunal to adjudicate whether the workmen were entitled to compensation under Sub-section (1) of Section 25FFF or under the proviso thereto was within the legal competence of the Central Government to make a reference to this tribunal which had jurisdiction to entertain and adjudicate upon such reference. To support his contention that even though there had been in fact and in law a closure and the demand relating to the dispute in the reference was raised after the workmen had been affected by the closure, the reference as constituted was within the competency of the Central Government to refer it under Section 10(1)(d) of the Act to this Tribunal and of the tribunal to entertain and adjudicate upon the reference. Mr. Sen Gupta relied on several decisions and read the observations of the Courts from here and there of the relevant reports. Before I consider all those decision, it would be profitable to note that in Kalinga Tubes Ltd. vs Workmen reported in 1969 I LLJ 557, Sc., the expression "any reason" under Section 25FFF(1) of the I. D. Act has been elucidated and explained by their Lordships. In that case there was a dispute continuing between the employer and employees over bonus. On 1st October 1967 about 150 workmen assembled at 2 P.M. at the gate of the administrative building of Kalinga Tubes Ltd., in which about 40 to 47 members of the staff were present. They were not allowed to leave the building till 5 A.M. next day. On 2nd October, 1967 on account of Gandhi Jayanti the fatcory remained closed. The management issued notice declaring a closure of the factory. It was the common ground that uptil the date of hearing of the appeal by their Lordships before the Supreme Court the factory remained closed. The management offered to pay wages for one month in lieu of notice and reduced the compensation under the proviso to Sub-section (1) of Section 25FFF of the I.D. Act. It was not disputed that out of 922 workmen 613 accepted the compensation under aforesaid provisions. The remaining workmen however neither agreed nor accepted any compensation. The reference under the Act was made on 3rd November, 1967 by the Government of Orissa primarily for adjudication whether the appellant had declared a lockout by means of the notice dated 3 October 1967 or whether it was a closure. So the reference in that case was not on the accepted situation that there had been in fact and in law a closure. The reference was whether there was a lock-out or a closure. It was found by their Lordships that the closure due to 'Gherao' of the factory was not due to unavoidable circumstances beyond the control of the management and the quick action of the management in closing the factory both in fact and in law was justified for any reason whatsoever and compensation would be payable under Sub-section (1) of Section 25FFF but not under its proviso. So, in Kalinga Tube's case the reference did not stand on the footing as in the present case now before me that the workmen of the colliery concerned had in fact and in law been affected by the closure. Whether the closure was malafide or bonafide a term which has been loosely used is immaterial. At page 563 of the report their Lordships observed. "The essence of the matter, therefore, is the factum of closure by whatever reasons motived". Then referring to the case of Express Newspapers Ltd., their Lordships observed, "that in a case of closure the employer does not merely close down the place of business but he closes the business itself and so the closure indicates the final and irrevocable termination of the business itself". This is the exact position in this case under reference as the constitution of the terms of the reference stands as well as the pleadings of the parties, the demand notices Ext M1 and W6 relating to the dispute raised by the unions after the closure. So, the question before the tribunal in the case of Kalinga Tubes was not on the footing of closure in fact and in law but on the footing whether the management's action by issuing notice dated 3 October, 1967 was in fact a lock-out or a closure. Such a reference is undoubtedly competent in law under Section 10(1)(d) of the I.D. Act. If the Supreme Court found that it was a lock-out, it would not have held as observed in page 567 of the report, "we are not satisfied that the closure of the undertaking was due to unavoidable circumstances beyond the control of the appellant. Thus compensation would be payable as if the undertaking was closed down 'for any reason whatsoever' within S. 25FFF(1) of the Act". So, gherao and the consequent closure in fact and in law of a factory fell within the expression "for any reasons whatsoever" under Sub-section (1) of Section 22FFF but not under the proviso thereto. There was no lockout as the undertaking was in fact and law closed. The question referred to for adjudication before the tribunal was whether there was lockout by notice dated 3 October, 1967 or a closure in fact. The tribunal held that it was a lockout not a closure. The Supreme Court held that it was a closure but not under proviso to Sub-section (1) of Section 25FFF but under Sub-section (1) of Section 25FFF. Therefore, the reference did not stand in Kalinga Tube case on the footing of closure, i.e. whether for any reason whatsoever or under unavoidable circumstances beyond the control but it stood on uncertain footing whether it was lockout or a closure. So, the reference was competent. If it was held by the Supreme Court that it was a lockout then the employer and the employee relationship would have been existing so also the industry and Section 25FFF would have no manner of application. Finding that it was a closure for any reason whatsoever under Section 25FFF the appeal was allowed or in other words the reference was rejected. It is a case which points out that if a reference stands only on the footing that there had been a closure in fact and in law the industrial tribunal would loose jurisdiction to determine the erstwhile workmen's right to the benefit of compensation, granted under Section 25FFF to the workmen and the liability of the erstwhile employer to pay the compensation under Section 25FFF(1) or else the Supreme Court would not have allowed the appeal finding that there was no lockout by the notice dated 3 October, 1967 but a closure in fact and in law. That decision also establishes that the motives behind the closure cannot be determined by the Tribunal.

16. Mr. Sen Gupta then relied on the case of Blackwoods India Ltd. and First Labour Court, West Bengal and Others, reported in 1961 II LLJ p. 552 and some observations, at pages 554 and 555. In that case the order of reference at page 553 reads as follows : Is the discharge of the service of mechanics, employed by the Blackwoods India Ltd., in 'Underwood Typewriter and O.E. Service Station' at 2, Mangoe Lane, Calcutta, by their notice, dated 3 May, 1957, justified ? To what relief are they entitled ?" There was corrigendum regarding the date of the notice instead of where it was stated 3rd May, 1957 it should be read as 8th May, 1957. Clearly this was a case of a discharge. It is not a case of a closure in fact and in law. At page 554 His Lordships Hon'ble Mr. Justice P. N. Mookerjee observes, "That there was an industrial dispute on the question of the termination of the services of the employees is admitted. Clearly, therefore, that dispute could be referred for adjudication to the industrial tribunal". Certainly the dispute related to the discharge not to the closure of the undertaking in fact and in law. Therefore the observation of His Lordship here and there in the judgment read by Mr. Sen Gupta has no manner of application to the fact of the present case where the dispute under reference under the terms appearing in the order of reference does not relate to the discharge of workman but to the closure of the undertaking in fact and in law. The next case relied upon by Mr. Sen Gupta is Navashakti Publishing Company Ltd. and State of Bihar and others, reported in 1964 II LLJ p. 1968. In that case the order of reference reads as follows : Where as 36 workmen named in the schedule annexed hereto are entitled to receive from their employer, namely the Navashakti Publishing Company, Ltd., Patna, the benefit of retrenchment compensation as provided under S. 25F of the Industrial Disputes Act, 1947, which are capable of being computed in terms of money; and whereas it is necessary to determine the amount at which such benefits should be computed and recovered from the said employer. Now, therefore, in exercise of the powers conferred by Sub-section (2) of Section 33 of the said Act the Governor of Bihar is pleased to specify the labour court at Patna constituted by the State Government under S. 7 of the said Act as the labour court for determining the amount in money value to which each such workmen is entitled". So, in the writ petition the employer took this ground : That section 33C(2) of the Industrial Disputes Act had no manner of application and the remedy of the workmen was to apply

to the State Government for a reference of an industrial dispute to an Industrial Tribunal under Section 10 of the I.D. Act. Their Lordships observed at page 199 of the report, "In our opinion, the claim of the workmen who were retrenched by the petitioner in this case will fall within the ambit of S. 33C(2) of the Industrial Disputes Act. There is no reason why the aggrieved workmen who had suffered retrenchment should not make individual claim for compensation according to the procedure prescribed in S. 33C(2) of the Industrial Disputes Act. There is also another remedy open to the workmen concerned, namely, that they may apply to the Government for a reference under S. 10 of the Industrial Disputes Act to the appropriate tribunal. But the fact that there is an alternative remedy open to the aggrieved workmen to move the Government under S. 10 of the Industrial Disputes Act cannot take away the right of presenting their claim under S. 33C of the Industrial Disputes Act to such labour court as has been designated in that behalf by the appropriate Government". Mr. Sen Gupta, therefore, relied on that part of the observation of their Lordships beginning from the words "there is also another remedy ending with the words appropriate tribunal". It is true that if there has been in fact a retrenchment as defined by Section 2(oo) following the procedure prescribed by Section 25F the retrenched workmen are entitled to both remedies individually and collectively. But the main question is "retrenchment" as defined in Section 2(oo) of the Industrial Disputes Act where, as I have already observed, the employer exists so also industry. I have pointed out referring to the decision of 1962 II L.J p. 61 that retrenchment under Section 2(oo) and a closure under Section 25FFF entailing retrenchment en bloc of the entire army of workmen are two different and distinct legal concepts and the word "as if" in Section 25FFF or as a matter of that in Section 25FFF(1) even used for limited purpose as explained by their Lordships of the Supreme Court, a retrenchment as popularly known consequent upon the closure of an undertaking in fact and in law is not such a retrenchment as defined in Section 2(oo) read with Section 25F of the Act. So, the observation of their Lordships of the Patna High Court relied on by Mr. Sen Gupta has no bearing in relation to the case before me where the reference as it stands as well as on the pleadings is to the effect that the workmen en bloc had been affected by closure for unavoidable circumstances beyond the control of the management with effect from 5-6-1970. So, the observation relied upon by Mr. Sen Gupta has no manner of application to the facts of the present case. The next case relied upon by Mr. Sen Gupta is Hathisingh Manufacturing Company Ltd. and others vs. Union of India and others, reported in 1960 II LLJ p. 1, and observations at pages 10 and 11. In that case their Lordships of the Supreme Court heard three writ petitions. The first petition related to a closure on 27th April, 1957. The second petition related to a closure of a mine with effect from 10th February, 1957. The first petition was the closure of a manufacturing cotton textile, second petition was the closure of a running coal mine and the third petition was the closure of a Spinning & Weaving factory, on 24th April, 1957. By their petitions the three petitioners impugned the constitutional validity of Section 25FFF(1) of the Industrial Disputes Act which requires them to pay compensation of closure of their undertakings which was due to circumstances beyond their control. In that context only their Lorships made certain observations here and there and ultimately their Lordships held at page 12 of the report, "the impugned S. 25FFF(1) including the proviso and the explanation thereto are not unconstitutional as infringing the freedom guaranteed by Art. 19(1)(g) of the Constitution or infringing Arts. 14 or 20 of the Constitution. On that view, the petitions fail and are dismissed with costs". That decision has no relevance to the question that has been referred to by the Central Government for adjudication before this tribunal. So the observation here and there in that decision by their Lordships with respect do not guide me in arriving at my decision on the limited question, referred to for adjudication by this tribunal on the footing that the demand relating to the dispute had been raised, following a closure of the undertaking effective from 5th June, 1970. Mr. Sen Gupta then relied on a decision of their Lordships of the Supreme Court in the case of Ramakrishna Ramnath and the Presiding Officer, Labour Court, Nagpur and another, reported in 1970 II LLJ p. 306. That case arose in this way. The appellant firm was carrying on manufacturing and sale of beedies but closed down the business by issuing a notice to the effect to their employees that on the ground that the notification issued by the State Government under the Minimum Wages Act, had made the working of the factories a financial impossibility. After sometime the Government withdrew its notification and the appellant started running the factories by taking back all the employees who were working under them at the time of closure. One of such workmen (a woman) who had put in 12 years of service claimed retrenchment compensation and notice pay by filing a petition under S. 33C(2) of the I.D. Act. The Labour Court while disposing of the petition along with similar such petitions computed the benefit of compensation as provided for under the proviso to sub-section (1) of S. 25FFF of the I.D. Act and the notice pay. The appellant employer contended before the Supreme Court that the Labour Court had no jurisdiction to compute the claim as the dispute was of such a nature that it would fall under Section 10 of the I.D. Act and that the issue raised was fundamental one not limited to mere computation of a benefit in respect of a right envisaged by S. 33C(2) that there was not closure of business but only a lockout of temporary stoppage to which S. 25FFF would not apply and that it was obligatory on the part of the workman, before she could prove that she was entitled to compensation, to show that she had worked for 240 days in each year of service for which the claim was made. Now, their Lordships rejecting all the contentions held that by reading Section 33C(2) with Section 7 and by reading Section 25B and S. 25FFF with Section 33C(2) it was clear that the jurisdiction of the Labour Court is not confined to the disputes specified in the Second Schedule but it has also to perform other functions assigned to it. If there is a closure of a business within the meaning of S. 25FFF a workman who has been in continuous service for not less than one year in that undertaking immediately before the closure becomes entitled to notice and compensation in accordance with the provisions of S. 25F, as if he or she had been retrenched. Section 25F specifies the measure of compensation. Under Section 33C(2) the Labour Court has to determine the benefit due to a worker which is capable of being computed in terms of money, if Section 25FFF is applicable to the facts of the case. After distinguishing the case of U.P. Electrical Co., Ltd., reported in 1969 II LLJ 728, Section and following the decision in East India Coal Company Ltd. (by Chief Mining Engineer) Bararee Colliery, Dhanbad and Rameswar and others, reported in 1968 I LLJ, p. 6 their Lordships observed in Ramakrishna Ramnath's case that the examination of the claim under Section 33C(2) may have to be preceded by an enquiry into the existence of the right of the workman to receive the benefit and a mere denial of the fact of the retrenchment would not be enough to take the matter out of the jurisdiction of the Labour Court. So, their Lordships held in Ramanath's case that the Labour Court had jurisdiction to make a preliminary enquiry where there was a closure of the business on the basis of notice of closure issued by the appellant. In that case there was the notice of closure. There the closure was to be effective so long as the notification under the Minimum Wages Act would continue in force. The notification was withdrawn so also the closure. The workman applied under Section 33C(2) for right to the benefit of retrenchment compensation as well as its computation under the said Act. The main contention of the appellant Ramnath was that there had been no closure of the business to attract Sec. 25FFF of the Act and that the dispute could not be referred to a Labour Court. Of the issues settled before the Labour Court their Lordships took up Issue No. (1), (2), (6) and (7) and held that the compensation was available to the applicants under Section 25FFF and pay in lieu of notice. Before their Lordships Ramnath contended that the dispute which was referred to the Labour Court fell within the jurisdiction of the Industrial Tribunal. The jurisdiction under Section 33C(2) was a limited one and could not cover a dispute of the nature and that the instant case could only be made under Section 10 of the Act. Their Lordships held referring to Kalinga Tube case, already mentioned, that real question in that case was whether the explanation to S. 25FFF was applicable to the facts of the case and the Supreme Court came to the conclusion in Kalinga Tube case that it was not possible to hold that the closure of the undertaking was due unavoidable circumstances beyond the control of the appellant and as such the appellant was liable to pay compensation under the principal part of Sub-section (1) of Section 25FFF. But there, as I have already observed, the question raised was not on the footing that there had been a closure in fact and in law but question referred to was whether there was a lockout or a closure. Finding that there was a closure for any reasons whatsoever the finding of the Tribunal in Kalinga Tube case that it was a lockout, was set aside and the reference was rejected. Allowing the appeal, their Lordships held that the closure be it under Section 25FFF(1) or under the proviso to Sub-section (1) of Section 25FF, the industrial tribunal has no jurisdiction to

compute the right to benefit available to the erstwhile workmen against the erstwhile employer of a closed industry computable to money value. As regards the closure notice at paragraph 16 page 313 of the report (ibid), in Ramnath's case their Lordships observed, "In our opinion, the express terms of the notice preclude such contention. Nobody could say on the 1st July, 1958 that the Government would think fit to withdraw the notification and the first paragraph of the notice shows that under the general power of the employer to close down the business the appellant was informing all concerned that it was proceeding to do so as from 1st July, 1958. The Labour Court had jurisdiction to make a preliminary enquiry as to whether there had been a closure of the business and the text of the notice made the determination of the question quite a simple affair". In Ramnath's case closure was not disputed by the employer while workmen stood upon closure. The finding of the Labour Court that there was a closure was challenged as perverse by the employer Ramnath and it was contended by Ramnath that there was only a stoppage of work within the meaning of Standing Order No. 11 or a lockout. Their Lordships observed at page 313 para 17, "By the notice the employer gave the employees to understand that that the factory would not function because the Government notification had made the running of it a financial impossibility". Their Lordships held that there was closure in fact and in law in Ramnath's case and that contention of the appellant Ramnath that the Labour Court had no jurisdiction to determine the question raised by the workman for computation of the benefit of compensation under Section 25FFF(1) of the I.D. Act was untenable and that the question was not within the exclusive jurisdiction of the Industrial Tribunal. On the other hand, their Lordships emphasised upon the principle in Ramnath's case that was laid down in the decision of the Supreme Court in the case of East India Coal Company, etc., reported in 1968 I LLJ p. 6. So, all those decisions upon which Mr. Sen Gupta attempted to rely to substantiate his contention that the dispute referred to for adjudicaion by the Central Government under Section 10(1)(d) of the I.D. Act to this tribunal was competent in law and could be entertained and adjudicated upon by the tribunal do not support Mr. Gupta's contention. Mr. Sen Gupta contended that the right under Section 25FFF of the I. D. Act to the benefit of closure compensation whether computable under Sub-section (1) or under the proviso to Sub-section (1) of Section 25FFF had not been determined and that so long as such right was not determined, Section 33C(2) of the Act was not attracted. Hence Mr. Sen Gupta submitted that it was only the Industrial Tribunal on a reference as the present one was to determine whether the workman affected by the closure had acquired the right to the benefit of closure compensation and if so, whether undere sub-section (1) of Section 25FFF or under proviso to sub-section (1) of the said section by an award, that after that award was rendered in favour of the workmen holding that the right to the benefit of compensation had been acquired by the workmen if not under proviso, but under Sub-section (1) of Section 25FFF of the I. D. Act, then only the question of computation of the money value of such right would arise entitling the workmen to approach individually the Labour Court under Section 33C(2) of the Act. He further submitted that the collective right under Section 25FFF and individual right under section 33C(2) read with Sec. 25FFF of I. D. Act would always remain alive, mutually exclusive of each other. In support of his contention Mr. Sen Gupta relied on the case of Ravikrishna Weaving Mills (Private) Ltd. and State of Kerala on others, reported in 1959 II LLJ p. 760. The reference in that case arose out of closure and termination of service of all workmen as and from 3rd June 1958. The terms of reference were, "Whether or not the proposed retrenchment of the entire workers of the Ravikrishna Weaving Mills (Privatee) Ltd., Azhikode, with effect from 3 June, 1958 is justifiable; in either case, to what relief are the workers entitled". The tribunal passed an award on 19th November, 1958. It held that there was no break in the service of the workmen and that the management was bound to pay retrenchment compensation at the rate of 15 days' wages for every year of service together with one month's notice pay. The appellant petitioner that means the Mill challenged the jurisdiction of the tribunal as being illegal and ultravires. The ptitioner further contended that it was not a case of retrenchment of workmen but a complete closure of business and as such no compensation was payable to the workmen. The last contention was that the State Government had no power to make a reference because the industry was already a dead one. Now, there the reference was, whether or not the proposed retrenchment of the entire workers with effect from 3 June, 1958 was justified. Reference was made on 19th May, 1958 to the Industrial Tribunal. The retrenchment notice was of the date 6 May, 1958. It was to take effect on 3rd June, 1958. So the dispute was relating to the justification of the proposed retrenchment, when, however, no retrenchment had taken effect, was referred to for adjudication by the Industrial Tribunal. After the reference, the retrenchment took effect from 3 June, 1958. All the workmen were thus retrenched. The management contended that it was a closure. The union contended that it was not a closure. The tribunal held that thre was no break in the service of the workmen and the management was bound to pay retrenchment compensation to the workmen at the rate of 15 days' wage for every year of service together with one month's notice pay. That award was clearly on the footing that it was a retrenchment under Section 2(oo) read with Section 25F, in other words, the industry was not dead. Now, the contention of the employer was that the industry was dead with effect from June 3, 1958. At page 767 his Lordships observed, "In the case before me, the subject-matter of the dispute arose when the notice under Ex. M-36 was issued. The reference by the Government also has been made in this case even befeore the termination of the services of the workmen actually took effect under the notice, Ext. M-36.". That means the notice was issued on 6th May, 1958 where it was proposed that the services of all workmen will be terminated with effect from 8th June, 1958. Before the termination of service of the workmen of the undertaking the Government made the reference. The notice does not say that the industry was closed. Therefore, on the principles established in Pipriach Sugar Mills' case already mentioned, the reference in Ravikrishna Weaving Mills was held quite competent in law and the tribunal had jurisdiction to entertain and adjudicate upon the reference. His Lordships at page 768 observed that the management definitely took the stand in its counter-statement before the tribunal that the workmen are entitled to retrenchment compensation. The notice, Ext. M-36, is also on the basis that there is a "retrenchment" under S. 25F of the Act. It is not open to the management to go behind the stand taken by it in the notice Ext. M-36, and also in its counter-statement before the tribunal. In this view, the order of the tribunal awarding retrenchment compensation is one passed within its jurisdiction. This is the clear finding of His Lordship. In other words, the retrenchment was found to be one, as defined in Sec. 2(oo) of the I.D. Act read with Sec. 25F of the Act and it was not a closure in fact and in law of the Weaving Mill in question. The notice Ext. M-36 in the reported case was not covered by the explanation to Sec. 25FFF. So, the undertaking was not closed down for financial difficulties or accumulation of undisposed stock or expiry of the period of lease granted to it. It was not closed for unavoidable circumstances beyond the control of the employer. So his Lordships concluded that the award passed either on the basis of the retrenchment compensation or compensation for closure of business is perfectly legal and valid. Now, retrenchment compensation is payable when there is retrenchment as defined under Sec. 2(00) read with S. 25F. Closure compensation is payable under Section 25FFF(1) when the closure is for any reasons whatsoever. But this closure must be of the business and the place of employment in the business i.e. industry i.e. in fact and in law. In the decision in Ravikrishna's case his Lordships held that it was closure due to retrenchment under Sec. 25F of the Act meaning thereby the retrenchment as defined in Sec. 2(oo) but not a closure in fact and in law as under Sec. 25FFF and as such it was retrenchment "as if" under Sec. 25F as mentioned in Sec. 25FFF(1) of the I. D. Act. So, this decision has no bearing on the question referred to for adjudication by this tribunal by the Cenetral Government. The last decision upon which Mr. Sen Gupta relied is reported in 1963 II LLJ p. 47 in the case of Bijoy Cotton Mills Ltd., and others and Rashtriya Mill Mazdoor Sangh, Bejoynagar and others. Here the reference was in this term, "Whether the workers of the weaving department whose services were terminated on 30 April 1958 and 11 May 1958 should be reinstated with full compensation ? (2) Whether the workers whose services were on 24th June 1958 should be reinstated with full compensation ? (3) Whether all the permanent workers on 24 June 1957 should be paid compensation on account of lockout from 24 June 1957 to the date of reinstatement ? (4) Whether Jawara, son of Onkar, should be reinstated and paid his compensation ?". On questions 1 and 2 the tribunal held that the workers could not claim to be reinstated because the mill was closed. The tribunal finally held that the workers were entitled neither to reinstatement nor to any compensation consequent upon reinstatement, on points 1 and 2. On point 3, the tribunal

held that the closure of the mill by the management on 24th June, 1958 to 3rd March was not lay off and the workers were entitled to get compensation under Sec. 25FFF which had been made applicable from 28th November 1958. In Bijay Cotton Mills case at page 49 of the report their Lordships observed, "Thus, the dispute between the workers and the management of the mill arose on the date when it was functioning. Subsequently it might have been closed, but the requirement of law is that the dispute must arise at the time when the industry is functioning. It is not the requirement of law that at the time when the reference is made under S. 10 of the Act that the industry should be functioning". That observation does not affect the reference in the present case. The dispute under reference in the present case arose after the workmen concerned in the colliery had already been affected by the closure of the colliery with effect from 5-6-70 and that the closure had been effected in fact and in law with effect from 5-6-70. So, it is immaterial in this case as to when the question referred to for adjudication by this tribunal, was notified. The demand relating to the dispute as referred to in the schedule of the reference had not been nor could not have been made by the unions representing the workmen before the undertaking, I mean the colliery, had been closed in fact and in law. Hence this decision in Bajoy Cotton Mills has no bearing on the question now raised before me in the issue referred to for adjudication by the Central Government by this tribunal. So, none of the decision upon which Mr. Sen Gupta relied, as I have discussed, has any bearing on the precise question now before me for adjudication.

17. Mr. Banerjee in reply to Mr. Sanyal's argument submitted that there was the closure on 5-6-70 of the colliery but no notice of the closure as such was in the record. To this Mr. Sanyal drew my attention to letter Ext. M-1 dated 5-6-70 addressed by the Union Colliery Mazdoor Congress (HMS) to the Superintendent of the colliery. Hence Mr. Banerjee's contention had no legs to stand upon. Then Mr. Banerjee submitted that the right to closure compensation under Section 25FFF arose between 4-6-70 and 5-6-70 after the issuance of the notice and before the actual closure of the colliery on and from the first shift of 5-6-70 Mr. Sanyal drew Mr. Banerjee's attention to Ext. M-1 and to the written statement of the union. So, Mr. Banerjee's contention does not stand to factual and legal scrutiny. Mr. Banerjee submitted that the industry was alive prior to the first shift of 5-6-70. This is against the contention raised in the written statement of the union as well as in Ext. M-1. Mr. Banerjee submitted explaining Ramnath's case that collective dispute raised as in the present case was independent of Sec. 33C(2) of the Industrial Disputes Act. I need not decide whether the workmen are entitled to the benefit under Sec. 33C(2) of the I. D. Act. My scope for adjudication is whether the reference as constituted is competent in law and confers jurisdiction under the Industrial Disputes Act to this tribunal to entertain and to adjudicate upon the reference and nothing more. Mr. Banerjee relying on 1970 I LLJ p. 348. Tatanagar Foundry Company, Ltd. and Their workmen, tried to support his contention that the reference in the present case was competent in law and that this tribunal had jurisdiction to entertain and adjudicate upon the reference. The matter referred to before the tribunal in the above case was whether the closure of the Tatanagar Foundry Company Ltd., Jamshedpur, is justified. If not, to what relief and compensation the workmen are entitled. The tribunal held that it was not a closure but a lockout in the disguise of a closure and directed reinstatement of the workmen with full wages for the period they had been out of employment. In the Tatanagar Foundry case their Lordships emphasised the distinction between closure and a lockout. Their Lordships at page 350 of the report observed. "Taking into account the entire set of circumstances and facts in the present case, we are of opinion that there has been in fact a closure of the Jamshedpur business and the finding of the tribunal that there was a lockout is defective in law and must be set aside". Their Lordships held that although in fact there was the closure but not lockout the compensation available to the workmen was under Sec. 25FFF(1) but not under the proviso. This decision would clearly show that the reference was not on the footing that the workmen employed in the Tatanagar Foundry Co. were affected by the closure in fact and in law from a particular date. In the case now before me there had been a closure in fact and in law, effective from 5-6-70.

18. It is needless now to repeat the scope and content of the reference in this case which I have already quoted and analysed earlier in this award. In Tatanagar Foundry case the dispute was whether the workmen of the Tatanagar Foundry were affected by closure in fact or not, but, the demand relating to the dispute under reference in Tatanagar Foundry case did not stand on the footing that the workmen there, as in the present case, had been affected by closure with effect from a particular date. Two alternatives were before the tribunal, whether it was a closure or a lockout. Tribunal held that it was a lockout in the disguise of a closure. Their Lordships held that it was a closure and observed that compensation was available under S. 25 FFF(1). This decision does not lay down that the dispute under reference as the one before me which stands definitely on the accepted position of closure of an undertaking in fact and in law can be lawfully referred to an industrial tribunal by the Central Government under Sec. 10(1)(d) of the I. D. Act. In Tatanagar Foundry case the order of reference clearly shows that the dispute was whether the closure was justified. The reference did not stand on the footing that the workmen of the factory had been affected by closure effective from a particular date. The decision in Tatanagar Foundry case is to be read with reference to scope and content of the dispute as appearing in the order of reference. This Industrial Tribunal acquires jurisdiction to entertain and adjudicate upon the issue as appearing in the order of reference referred to it for adjudication by the Central Government. As the demand relating to the dispute under reference in this case did not relate to a going industry, and did not make not an industrial dispute, as defined by Industrial Disputes Act already discussed, it may be a dispute, lent is not, however, an industrial dispute within the definition as in Section 2(k) of the I. D. Act. In fact and in law, as issue under the reference now before me stands constituted, the workmen of the colliery concerned were affected by closure with effect from the first shift of 5-6-70. Following such closure, and accepting it in fact and in law so such the demand relating to the dispute as appearing in the issue under the reference was raised by both the Unions before the management and thereafter before the A.L.C.(C), Asansol. The precise issue referred to by the Central Government for adjudication is whether the management is justified in offering compensation to the workmen, affected by the closure of the colliery with effect from 5-6-70 under proviso to Sub-section (1) of Section 25FFF of the I. D. Act, if not, what relief is the workmen concerned are entitled. Evidently the terms of the issue under the reference stand on the footing that before the demand relating to the dispute was raised by the unions, the workmen of the colliery concerned had already been affected by closure of the undertaking in fact and in law effective from 5-6-70. I have also found upon analysing the materials on the record that with effect from 5-6-70 the workmen had been affected by the closure of the colliery in fact and in law and that the unions lodged the demand relating to the dispute under the reference after the colliery concerned had in fact and law been closed. Therefore, the reference as made, is ultra vires the Jurisdiction of the Central Government under Sec. 10(1)(d) of the Industrial Disputes Act as the dispute under the reference does not relate to an "industrial dispute" as under Sec. 2(k) of the Act, and cannot, therefore, be entertained and adjudicated upon by this tribunal.

In the result, the reference is rejected.

19. I have been restrained by their Lordships of the Calcutta High Court in Civil Rule No. 3187(m)/70 not to publish the award till the disposal of the appeal. I record my award only. Let it be kept in a 'CONFIDENTIAL COVER IN THE CONFIDENTIAL ALMIRAH' with the date on which it is recorded. After the disposal of the appeal by the Hon'ble High Court at Calcutta, the tribunal will, as directed by their Lordships of the High Court, send the award to the Central Government for publication under Section 17 of the Industrial Disputes Act. Hon'able High Court is being informed about the compliance of its direction.

This is my award.

S. N. BAGCHI, Presiding Officer.

Dated : September 20, 1972.

[No. L-19014(1)/77-D. IV/B]

JAGDISH PRASAD, Desk Officer.

New Delhi, the 29th June, 1977

S.O. 2339.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the management of Messrs A. J. Chanchani, Contractors, Bokaro Colliery of Central Coalfields Limited, Post Office Bermo, District Giridih and their workmen, which was received by the Central Government on the 22nd June, 1977.

CENTRAL GOVT. INDUSTRIAL-CUM-LABOUR COURT

NO. 3, DHANBAD

Reference No. 2 of 1977

(Old No. C. G. I. T. No. 2 is Ref 30 of 1976)

PARTIES :

Employers in relation to the management of M/s. A. J. Chanchani, Contractors, Bokaro Colliery of Central Coalfields Ltd., P.O. Bermo, Dist. Giridih.

AND

Their workmen represented by Akhal Bharteyia Shoshit Mazdoor Sangh.

APPEARANCES :

For Employers—None.

For Workmen—Chief Secretary of the Union.

INDUSTRY : Coal. STATE : Bihar.

Dated, Dhanbad, the 14th June, 1977

AWARD

This is a reference U/S 10(1)(d) of the Industrial Disputes Act, 1947, by the Government of India, Ministry of Labour under Order No. L-20012/104/76/DIIIA dated the 9th June, 1976. The schedule of reference is extracted below :—

SCHEDULE

"Whether the action of the management of M/s. A. J. Chanchani, Contractors Bokaro Colliery of Central Coalfields Ltd., P. O. Bermo, Dist. Giridih in stopping from work Shri Bhuneshwar Baitha and 27 other workmen (listed in Annexure A) with effect from 2-3-1974 is justified ? If not to what relief are the said workmen entitled ?"

2. 28 workmen are involved who were working under M/s. A. J. Chanchani, Contractors, Bokaro Colliery of Central Coalfields Limited and it appears that they have been stopped from work with effect from 2-3-1974.

3. From the record it appears that there was a conciliation proceeding before the A.L.C.(C) Hazaribagh when an industrial dispute was raised by the Chief Secretary, Akhil Bharteyia Shoshit Mazdoor Sangh. The conciliation proceeding, however, failed and then a failure report dated 18th/19th April 1976 was submitted to the Secretary to the Govt. of India and thereafter the present reference was made.

4. Case on behalf of the workmen is that they had been working under M/s. A. J. Chanchani for more than 12 years in various types of jobs and when demanded raise in their wages the Contractor stopped them from work with effect from 2-3-74 without giving them any notice or compensation. The jobs on which they were employed were of permanent nature and the Contractor had engaged more than 250 workers and after their services had been terminated appointments had been made in their place. The contract work is still continuing and all sorts of miscellaneous jobs are bieng carried on. The action of the Contractor is an unfair labour practice and there can be no justification for stopping them from work. It is accordingly submitted that relief should be granted to them.

5. The Contractors have never appeared and even on the date of hearing none was present on their behalf. The matter proceeded exparte.

6. On behalf of the workmen 4 witnesses have been examined of whom three are the concerned workmen and WW-4 is the Chief Secretary of the Akhil Bharteyia Shoshit Mazdoor Sangh. Three payment slips Exts. W-1 to W-1/2 have been produced to show that the contract work of the Contractors is still continuing. Out of it Ext. W-1 is of March 1974, Ext. W-1/1 is of August 1975 and Ext. W-1/2 is of February 1976.

7. Then I find that a document which incorporates the terms and conditions of miscellaneous works applicable to the Contractors in 1974 and 1975 has been produced by the Deputy Chief Mechanical Engineer, Bokaro, at the instance of the workmen.

8. From the above it appears that the Contractors are required to do brick work according to the specification given and have also to do cement concrete flooring. Then they are required to do erection of heavy rails. cleaning and closing of drivage galleries in quarries, underground or in river pump sump, clearing of swear of pumping of staple pits, sinking staple pits in quarries, packing tram line, driving galleries 5′×5′ in coal, cutting in coal for making drains in quarries including blasting of explosives, pulling of empty derailed tubs, shifting stone and mud, repairing Cane Basket, bending-creaking and binding iron rods for reinforcement, unloading iron materials/cement from wagons and transportation to Store/Godown at specified sites, transportation of country tiles from Kiln stock to Store Yard or specified work site, transportation of cement and other materials from Store to Workshop, installation of 5″ to 6″ diameter pipes in shafts, carting, rolling and spreading of boilers ash from the Colliery ash heaps to place of works within the Colliery area, cutting in coal for making foundation for haulage Engine rope, drain etc., formation of embankment and unloading cement/lime from wagons at store etc. It means that the nature of job assigned to the Contractor is of permanent nature and it is not correct to say that they are temporary in nature and come to an end within a particular period. That supports the contention of the workmen that the contract is of a permanent character and the Contractor has to engage labour to do the jobs included in the contract.

9. The three concerned workmen have stated that they had worked with the Contractor for a considerable period and it was only when they made a demand for raise of their wages that they were stopped from work. They have stated that the contract work is still continuing. They further say that no notice was given to them when they were stopped from work.

10. They are supported by MW-1 the Chief Secretary of the Akhil Bharteyia Shoshit Mazdoor Sangh. He says that the work of the Contractor extends to both civil and miscellaneous jobs in the open-cast mine and is still continuing. He says further that the concerned workmen made a demand for increase of wages and thereafter they were stopped from work. They had placed demand before the Contractor but that was refused. Thereafter there was conciliation proceeding but the Contractor did not appear. Then the A.L.C. submitted failure report. His evidence further is that at the relevant time about 250 persons were employed and in place of these concerned workmen new workers have been employed.

11. Ext. W-1 to W-1/2 supports the case of the workmen that the contract work is still going on and was continuing when they were stopped from work on 2-3-74.

12. Materials on record are thus enough for a conclusion that the Contractor had absolutely no justification to terminate the services of the concerned workmen and the contract work is still continuing and they could not have been stopped from work without compliance with Section 25F of the Industrial Disputes Act, 1947, they having worked continuously for more than 12 years. There is no material on record to show that notice in the prescribed manner was served on the appropriate Government by the employer regarding retrenchment and that the workmen have been paid retrenchment compensation and have been given one month's notice is writing indicating the reasons for retrenchment and that the period of the notice had expired.

13. Therefore, as the position stands, I find that the Employer, Contractor M/s. A. J. Chanchani were not justified in stopping the 28 concerned workmen from work with effect from 2-3-1974 and this stoppage is unjustified and illegal. They are entitled to reinstatement, continuity of service with back wages.

This is my award.

ANNEXURE A

List of 28 workmen as per Union letter No. ABSMS/7/76 dated 15-1-76.

Sl. No.	Name of the workmen
1.	Bhuneshwar Baitha
2.	Fuleshwar Baitha.
3.	Mitan Mahato.
4.	Ritu Mahato.
5.	Nemchand Mahato.
6.	Churaman Mahato.
7.	Harisaw.
8.	Hira Mahato.
9.	Prasadi Mahato.
10.	Gopi Singh.
11.	Kanhai Singh.
12.	Rami Bhaitha.
13.	Mafa Singh.
14.	Chanda Ghatwarin.
15.	Jhumri Mahatoin.
16.	Parbati Ganjhuin.
17.	Champa Ghasin.
18.	Puran Singh.
19.	Panama Ghatiwarin.
20.	Dwarika Ram.
21.	Sushila Kamin.
22.	Sanichani K.
23.	Jasoda Ghatwain.
24.	Asha Rewani.
25.	Rajendra Rewani.
26.	Shanti Ghatwarin.
27.	Ravinder Rewani.
28.	Babu Lall.

S. R. SINHA, Presiding Officer.

[No. L-20012/104/76-D. III. A]

S.O. 2340.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1), Dhanbad, in the industrial dispute between the employers in relation to the management of East Basseriya Colliery, Post Office Bansjora, District Dhanbad and their workmen, which was received by the Central Government on the 22nd June, 1977.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 42 of 1977

(Ministry's Order No. L-2012/129/74/LRII/D. IIIA, Dt. 23-7-75)

PARTIES : Employers in relation to the management of East Basseriya Colliery, Post Office Bansjora, District Dhanbad.

AND

Their Workmen.

APPEARANCES :

For the Employers : Shri B. Joshi, Advocate.

For the Workmen.—Shri J. D. Lall, Secretary, Bihar Colliery Kamgar Union Dhanbad.

STATE : Bihar. INDUSTRY : Coal.

Dhanbad, dated the 18th June, 1977.

AWARD

The Central Government, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act referrred the following dispute to the Central Government Industrial Tribunal No. 2, Dhanbad on July 23, 1975 by its Order No. L-2012/129/74/LRII/D. IIIA, namely :—

"Whether the action of the management of East Basseriya Colliery of Messrs Bharat Coking Coal Limited, Post Office Bansjora, District Dhanbad, in stopping Shrimati Badami Devi, Oil Supply Mazdoor, from work from 25th June, 1974 is justified? If not, to what relief is the said workman entitled?"

2. The same was received by transfer from Tribunal No. 2 in this Tribunal on March 22, 1977 on the basis of Government of India, Ministry of Labour, Order No. S-11025(1)/77-(i)-D. Iv(B) dated the 22nd February, 1977.

3. The case of the workman Smt. Badami Devi is that she was appointed as an Oil Supply Mazdoor in the East Basseriya Colliery before the management of the colliery was taken over by the Central Government on January 31, 1973; that she continued to work on that post as a permanent workman even after the date of taking over of the management; that a dispute arose about her designation and nature of work and the Manager of the colliery referred that dispute on November 24, 1973 to the Sub-Area Manager; that the Sub-Area Manager decided that dispute on February 20, 1974 and directed the Manager to allow her to work as Oil Supply Mazdoor; that in obedience, to the Sub-Area Manager's direction, the Manager allowed her to work as Oil Supply Mazdoor on regular basis and she continued to work as such till June 24, 1974; that the Manager, however, stopped her from working with effect from June 25, 1974 without assigning any cause by his order dated June 25, 1974; that she and the Union, to which she belongs, thereupon represented her case to management but no reply was ever sent to that representation; that the action of the management in stopping her from work is illegal and smacks of unfair labour practice; that the management was bound to treat her as a permanent workman under Section 14(1) of the Coking Coal Mines (Nationalisation) Act, 1973; that the management has also violated the Standing Orders and the principles of natural justice in stopping her from work and in not affording her an opportunity to show cause against her stoppage, and hence she is entitled to reinstatement with effect from June 25, 1974 with continuity of service and full back wages and other monetary benefits.

4. Her claim has been resisted by the B.C.C.L. on the ground that she was not a permanent workman but a Badli workman who worked at times as a Shale-Picker and at other times as an Oil Supply Mazdoor against permanent vacancies; that she worked as a Badli Oil Supply Mazdoor during the period January 13, 1973 to March 17, 1973 for a period of 24 days only and thereafter had to remain idle as no suitable Badli job was available to accommodate her; that she was again employed as an Oil Supply Kamin from December 3, 1973 and worked intermittently as such till June 24, 1974 that she had again to remain idle from June 25 as no work was available; that it is false to allege that she was stopped from work because as a matter of fact there was no work available for her; that because she was a Badli workman she could never qualify for membership of the Coal Mines Provident Fund Scheme; that she never became a permanent workman by continuous service and no notice to terminate her service were required under the Standing Orders; and hence she is not entitled to any relief.

5. The management has examined Subramaniam Nityanand Sastry as MW-1. He was the Manager of the Colliery from June 6, 1973 to April 25, 1977. His deposition is that Badami was a Badli workman and not a permanent workman and that she worked for a few days only as a Badli or substitute for one Ram Pal in December 1973 and not earlier than that It is difficult to accept his evidence as he does not appear to have any personal knowledge in the matter. He admitted that the colliery maintains one register for Badli workmen and another for permanent workmen. He further admitted that he does not know if the name of Badami is entered in the Badli register. He states that her name is not entered in the permanent register. None of these two registers has been filed by the management. In my view, these registers are very vital documents which could have cleared the matter one way or the other. No explanation has been offered also for the non-production of these two registers. His evidence that she was appointed as Badli in place of Ram Pal in December 1973 is also not worthy of acceptance. A Badli can be appointed when a permanent workman is not presen

on duty, say on account of sickness or authorised leave etc. The witness admitted that the attendance register and the leave register will show whether a permanent workman was absent and whether a Badli workman worked for him but these registers have also not been produced. A public under taking like the B.C.C.L., should realise that when a dispute arises between it and its workmen and that dispute can be easily solved by reference to its records, those records, unless fully explained, must be produced and the matter should not be left for decision merely on oral evidence which cannot be of such a reliable nature as documentary evidence. Here, the dispute is whether Badami was a Badli or a permanent workman and whether she was assigned duties as a substitute for an absentee workman or not. These disputes, according to the witness himself, could have been resolved by looking into the records of the B.C.C.L. and when those records are not produced, it became difficult to accept oral evidence about the real contents of those records. WW-1 Badami has deposed that she is a workman from before take over as an Oil Supply Mazdoor and was never a Badli workman. She denied the suggestion that she was ever employed as a Badli workman. WW. 2 Ram Pal has stated that Badami never worked as a Badli for him. The mere fact that the witness was not summonded through the Tribunal and was brought by Badami herself, will not weaken his evidence. It was suggested to him that he is annoyed with the B.C.C.L. because he had applied for extension in his service which was refused and because his son had applied for appointment and that was also refused, but the witness stated that he never applied for any extension and that his son was in service from long before the present dispute arose. I do not see any reason to disbelieve him.

6. It appears that a dispute arose as to the designation and permanent status of Badami and she made a representation in this respect on April 10, 1973 to the Sub-Area Manager. That representation was forwarded by the Colliery Manager to the Sub-Area Manager on November 24, 1973. The Sub-Area Manager decided that dispute and wrote Ext. W-1 to the Colliery Manager on February 20, 1974 informing him that Badami had worked as Oil Supply Mazdoor till February, 1973 and, therefore, she may be allowed to work in the same capacity, i.e., as Oil Supply Mazdoor provided her name was on the roll at the time of take over, i.e., on January 31, 1973. It is obvious that her name was in the roll as Ext. W-1 itself mentions that she had worked a Oil Supply Mazdoor till February 1973. Ext. W-2 shows that the Colliery Manager allowed her to work as Oil Supply Mazdoor with effect from March 14, 1974 and she continued to work as such till June 24, 1974 when she was admittedly stopped from work. Ext. M-1 is extract from the Bonus Register which shows her as Oil Supply Mazdoor in December 1973. Ext. M-2 is also extract from the Bonus Register which shows her as Shale-picker. Ext. M-3 is the Bonus Register for 1974 which shows her as Oil Supply Mazdoor (Badli Mazdoor). Ext. W-3 is the Bonus Card issued to her in 1974 which shows her as Oil Supply Mazdoor and does not mention that she was Badli Mazdoor. Ext. M-1 is Register F. The entries for the week ending December 15, 1973, January 26, 1974 February 2, 1974 and February 9, 1974 show her as Oil Supply Mazdoor and not as Badli Mazdoor and her number in Register B is 1240. It is only the entry for the week ending January 19, 1974 which shows her as Badli. I do not see how the word Badli could be entered when the previous and subsequent entries did not mention this designation. Ext. W-1 and W-2 also do not show that she was appointed as a Badli. In the circumstances, in the absence of important documents which are in the custody of B.C.C.L. and which have not been produced without any justifiable cause, I prefer to place reliance upon Badami and Ram Pal. I am, therefore, of the view that Badami was not a Badli workman but an Oil Supply Mazdoor from before the date of take over.

7. My award is that the action of the management of East Baseriya Colliery in stopping Smt. Badami Devi from work from 25-6-1974 is not justified. She is entitled to reinstatement from that date and to full back wages with continuity of service, after defunction of such wages as may have been paid to her for intermittent work between June 25, 1974 and the date of her reinstatement.

K. B. SRIVASTAVA, Presiding Officer.

[No. L-20012/129/74/I.RII/D.IIA]

S.O. 2341.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the management of Khas Joyrampur Colliery of Messrs Bharat Coking Coal Limited, Post Office Jeenagora, District Dhanbad and their workmen, which was received by the Central Government on the 22nd June, 1977.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3), DHANBAD

Reference No. 12 of 1976

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947

PARTIES :

Employers in relation to the management of Khas Joyrampur Colliery of Messrs. Bharat Coking Coal Limited, Post Office Khas Jeenagora (Dhanbad);

AND

Their Workmen.

APPEARANCES :

On behalf of the Employers : Shri T. P. Choudhury, Advocate.

On behalf of the Workmen : Shri B. Lal, Advocate.

STATE : Bihar. INDUSTRY : Coal.

Dhanbad, the 13th June, 1977

AWARD

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947, in which the justifiability or otherwise of the action of the management of Khas Joyrampur Colliery of M/s. Bharat Coking Coal Limited regarding stoppage of work of the two Truck/Tractor Loaders with effect from 1st July, 1975 is in question. The reference is by the Government of India, Ministry of Labour under Order No. L-20012/163/75-D. IIIA, dated, the 27th January, 1976. The schedule is extracted below :—

SCHEDULE

"Whether the action of the management of Khas Joyrampur Colliery of M/s. Bharat Coking Coal Limited, Post Office Jeenagora, District Dhanbad is justified in stopping S/Shri Bhim Saw and Senonath Sao, Truck/Tractor Loaders from work with effect from 1st July, 1975 ? If not, to what relief the workmen concerned are entitled ?"

2. From the record it appears that an industrial dispute was raised by the Vice-President, Koyla Ispat Mazdoor Panchayat before the Assistant Labour Commissioner (C), Dhanbad II and conciliation proceeding started. As no settlement could be reached, a failure report dated 12th August, 1975, was submitted and then the above reference was made.

3. On behalf of the workmen a written statement has been filed in which it has been said that the two concerned workmen were appointed in the colliery on 4-3-72 and since then they have been regularly working on the jobs or other jobs as directed by the management. No prior notice or information was given to them or the Union when they were stopped from work with effect from 1st July, 1975.

4. It is further said that the plea of the management that two concerned workmen were out of casual pool and had, therefore, no right to continue in the job is against the Standing Orders in which there is no provision for employing any casual worker. Besides, the jobs on which they were employed is not of casual nature. The colliery has trucks and tractor which regularly ply in transport of coal to the siding and 300 Hard Coke Bhattas running at this colliery.

5. Their case is that although they had qualified for annual leave the same had been denied to them and had also been denied sick leave against the recommendation of the Coal Wage Board or National Coal Wage Agreement.

6. It is further contended that the trucks and tractor are still plying in the colliery regularly on all days of the week and month and having put their attendance regularly in every month and year they have become permanent workmen and

are entitled to receive all the benefits that a permanent workman enjoys.

7. Prayer is to hold the action of the management illegal and malicious and to reinstate them in their jobs with full back wages.

8. Management's case on the other hand is that wagon allotment is extremely erratic and as a result all operations in the collieries that are directly dependent on the allotment of wagons are also similarly erratic. So far as this colliery is concerned the allotment had been nil on several consecutive days and sometimes there were days on which five times of the average allotment had been placed. It was only to meet such a situation that the management in accordance with general practice followed in the coal industry used to maintain a nucleus of permanent wagon and truck/tractor loaders and to engage casual workers in required number according to the daily availability of the jobs suitable for them. All such casual workers are kept in the casual list and their jobs being essentially of casual nature they cannot acquire any right for permanent employment, irrespective of the number of years and attendance in the casual jobs.

9. It is their case that the concerned workmen were employed as casual wagon and trucks/tractor loaders on 4-3-72 and remained in the same position till 30-6-1975. They could not be provided with employment with effect from 1-7-1975 as suitable jobs were not available for them. There was absolutely no mala fide on the part of the management.

10. It is accordingly submitted that the action of the management is justified and the concerned workmen are entitled to no relief.

11. In support of their respective cases two witnesses have been examined on behalf of the management and they are MW-1 Shri G. V. Dhurde, Manager, Jeenagora Colliery who was working at Joyrampur colliery as Manager from June 1973 to April 1976 and MW-2 Shri Ramkripal Roy. Personnel Officer at West Moodidih Colliery who was Welfare Officer and Personnel Officer of Khas Joyrampur colliery from July 1973 to 12th February, 1977.

12. One of the concerned workmen Shri Bhim Sao has examined himself in support of the case and Ext. W-1 and Ext. W-1/1 the lists showing their attendances in 1973, 1974 and 1975 have been produced at their instance by the management.

13. Section 25C makes a mention of casual workman. Whereas in the explanation it defines a "badli workman" does not speak about casual workman. Regarding badli workman it is said that he shall cease to be regarded as such for the purpose of this section if he has completed one year of continuous service in the establishment. But it does not speak about the right of the casual workman when he has completed one year of continuous service in the establishment. I may mention that Section 25C deals with the right of laid off workman for compensation.

14. Certified Standing Orders or Model Standing Orders are not on record. Therefore, it is not possible to say whether there is any provision therein for the employment of casual workman. But ordinarily no Standing Orders speak about the casual workman and generally it mentions permanent, temporary and badli workman only.

15. It would thus appear that the status of casual workman has not yet been defined even if he works continuously in the particular job under the establishment for a period of one year.

16. Cases have, however, cropped up in which question has been raised if a casual workman is a workman as defined in Section 2(s) of the Industrial Disputes Act, 1947. But beyond that none of the cases which I have come across speaks about his status, on the contrary what I find is that in the case of the management of Crompton Engineering (Madras) Pvt. Ltd., petitioner vs. Presiding Officer and other respondents, reported in 1975 Lab. I. C. 1006, it has been decided that a worker who was employed for a specific period or a specific work and whose employment automatically came to an end on the expiry of the period or conclusion of the work is not entitled to reinstatement notwithstanding the fact that he was so employed on more than one such occasions and worked in that manner for a long period.

17. There is, however, a case of the Pilot Pen Co. (India) Pvt. Ltd. and the Presiding Officer, Additional Labour Court Madras and another, in which six workmen who were in continuous service for one year were ordered to be reinstated and it was held that termination of services was unjustified as requirement of Section 25F dealing with the retrenchment were not complied with. This case is reported in Vol. I 1971—L.L.J. 241.

18. From the two cases referred to above the principles of law which are to be followed concerning casual workman are that, if he has put in continuous service for a period for not less than one year in an establishment then the procedure laid down in Section 25F of the Industrial Disputes Act, 1947, has to be followed before his retrenchment and if such a workman is employed for a specific job and for specific period then on completion of that job and the expiry of that period he will cease to be in employment and can have no right of reinstatement. Let us now examine the case of these two concerned workmen in the light of the principles above mentioned.

19. MW-1 has stated that there are three types of wagon loaders in the Joyrampur colliery and they are permanent, listed and unlisted. He says further that there is a nucleus of 25 permanent wagon loaders and there are 130 listed and 120 unlisted casual wagon loaders. According to him for the departmental trucks and tractor there is a pool of 24 listed and unlisted wagon loaders. He says further that out of 24 only 8 to 10 get the job in rotation.

20. His evidence is that in 1975 placement of wagon was inadequate and sometimes it became difficult to provide even the permanent wagon loader with regular job. There were lots of agitation and it was decided to stop work to unlisted casual wagon loaders. In pursuance thereof 110 to 115 unlisted loaders including these two workmen were stopped from work with effect from 1-7-1975. He has stated that in 1975 photograph of listed and permanent wagon loader was taken and photograph of unlisted wagon loaders was not taken. Photograph was taken is issue identity cards and as the two concerned workmen were not in the man power list of the colliery being unlisted casual wagon loaders their photograph for identity cards was not taken. According to him they were not entered in Form B Register.

21. Identical is the evidence of MW-2. He says that when 24 casual listed wagon loaders were not available, for trucks and tractor loading some of the unlisted casual wagon loaders were employed. According to him the two concerned workmen were employed in trucks and tractor loading only and all those who were listed used to get job almost everyday.

22. From the evidence of the two witnesses we get that under instructions two types of casual loaders have been existence in the colliery and some of them have been treated as listed and some unlisted. Those listed have been photographed and identity cards have been issued while with the unlisted this has not been done. Neither MW-1 nor MW-2 has said as to what was the basis for having two lists, one of listed casuals and the other of unlisted casuals. Although MW-1 says that they are not noted in Form B Register, in Ext. W-1 which relates to Bhim Sao there is a note that his number in Form B Register is 403 and similarly in Ext. W1/1 which is with resect to Seonath Sao it is mentioned that in Form B Register his number is 420. Therefore, it is not correct to say that their names are not noted in Form B Register. It is a matter of common knowledge that man power list is prepared on the basis of Form B Register and when MW-1 says that they are not there in the man power list he is certainly not correct. In the written statement of the management in paragraph 9 it is said that the two concerned workmen were employed as casual wagon, trucks/tractor loaders but MW-2 says that they were employed only for trucks/tractor loading.

23. Thus as the position stands, it is clear that on the materials on record these two concerned workmen have been arbitrarily kept in the list of unlisted casual wagon loaders which is purely the creation of the management of the colliery without any sanction of any Mine Rules and Regulations or any provisions of the Standing Orders. It is further clear that although they were there in the Form B Register arbitrarily they were left out in the man power list and that though employed in wagon, trucks and tractor loading arbitrarily it is said that they were employed merely on truck/tractor loading and were given jobs only when some of the 24 listed casual loaders were absent. There is nothing on record to support the statement of MW-1 and MW-2 on the above points.

24. The Coal Wage Board has placed wagon loaders truck loader and unloader in Group III among the piece rated

workers (page 70 of Vol. I of the Report). For a wagon of 22 tonnes 5 loaders are required to load in 8 hours. It means that one wagon loader would load 4.4 tones in an eight hours shift. The Wage Board has fixed the basic wage of the wagon loaders on that basis and had given dearness alowance and variable dearness allowance and interim wage increase as well as bonus. It is, therefore, necessary to see the position of placement of wagon in 1975 when the two concerned workmen were stopped from work.

25. It is in evidence that the colliery has two trucks and one tractor. MW-1 has admitted that there is no document to show the condition of wagon placement and the condition of trucks and tractor loading in 1974 and 1975 MW-2 has stated that there is record to show when the trucks and tractor plied but that has not been produced He is not in a position to say if both the trucks were there or not.

26. In the absence of any paper to show the placement of wagon in 1975 and the position of transport by trucks and tractor in that year there is absolutely no material for a conclusion that supply of wagon was inadequate and transport by trucks and tractor had decreased and therefore the two concerned workmen were stopped from work. If the supply of wagons had actually decreased certainly transport by trucks and tractor must have increased giving employment to these two workmen besides others.

27. We get from the evidence of MW-2 that about 100 tonnes of soft coke is manufactured in the colliery and those employed in wagon loading are engaged in manufacturing soft coke also. It means that besides the loading of wagons, trucks and tractor there is another job on which the loaders can be employed and if about 100 tonnes of soft coke are manufactured certainly quite a number of loaders would be required for that job.

28. MW-1 says that job of loader is not of a permanent nature which is certainly incorrect. So long there is production in a colliery loading work wil continue and it is not possible to believe that this is a job of temporary nature.

29. It is thus clear that there is no material on the basis of which it can be said that in 1975 placement of wagon was inadequate and loading by trucks and tractor had decreased. It is not also possible to accept the managment's contention that loading work is of temporary nature. It means that these two concerned workmen were employed on a permanent nature of job and there being nothing to show that actually there was decrease in supply of wagons and transport by trucks and tractor there can be absolutely no justification for the managemnt to stop them from work on a ground which is most arbitrary that they are among 115 unlisted casuals. Besides, as I have said earlier they could have been employed also on manufacturing of soft coke. That being the position, the principle enunciated in 1975 Lab. I.C. 1006 is not applicable to these two concerned workmen. It is the common case of the parties that they were appointed on 4-3-72 and continued to work till 30-6-75 which means that they had worked under the management of the colliery for more than a year. It was, therefore, necessary to follow the procedure laid down in Section 25F of the Industrial Disputes Act, 1947, which certainly has not been done. On the basis of the decision reported in 1971—Vol. I—L.L.J. 241, having worked for more than one year they have acquired a right to get employment in the colliery and the management having failed to comply with the provision of Section 25F their retrenchment or stoppage from work is illegal and they are liable to be reinstated.

30. Ext. W-1 and Ext. W-1/1 are the yearwise attendance of Shri Bhim Sao and Shri Seonath Sao respectively. They show the number of days they were employed in the loading job. But nonetheless they have been on the roll of the colliery continuously from the date of their appointment till the date when they were stopped from work. Therefore, notwithstanding the fact that they were not getting work everyday it cannot be said that they were not on the roll of the colliery for more than a year to entitle them to continue in the job and being reinstated.

31. On the materials available on record and on the authorities referred to above I am of opinion that the management of Khas Joyrampur Colliery of Messrs Bharat Coking Coal Limited is not justified in stopping Shri Bhim Sao and Seonath Sao, Trucks/Tractor Loaders from work with effect from 1-7-1975. They are entitled to reinstatement. But in view of the fact that they cannot get employment for all the 30 days of the month it is not possible to order for their back wage. Therefore, I order for their reinstatment but without back wages.

This is my award.

S. R. SINHA, Presiding Officer.

[No. L-20012/163/75-D. III A]

New Delhi, the 2nd July, 1977

S.O. 2342.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1), Dhanbad, in the industrial dispute between the employers in relation to the management of Damoda Colliery of Messrs Bharat Coking Coal Limited, Post Office Karmatand, District Dhanbad and their workmen, which was received by the Central Government on the 30th June, 1977.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 12 of 1976

(Ministry's Order No. L-20012/146/76-DIIIA, dated, the 27th October, 1976)

PARTIES:

Employers in relation to the management of Damoda Colliery of Messrs Bharat Coking Coal Limited, Post Office Karmatand (Via-Mohuda), District Dhanbad

AND

Their workmen.

APPEARANCES:

For the Employer—Shri G. Prasad, Advocate.

For the Workmen—Shri Shankar Bose, Secretary, Rashtriya Colliery Mazdoor Sangh.

STATE : Bihar INDUSTRY : Coal.

Dhanbad, the 27th June, 1977

AWARD

The Central Government, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act has referred the following dispute for adjudication to this Tribunal, namely :—

"Whether the action of the management of Damoda Colliery of Messrs Bharat Coking Coal Limited, Post Office Karmatand, Via-Mohuda, District Dhanbad (Bihar), in refusing to allow Sarvashri Asinwa Bhuia and Ramu Bhuia to work as Trammers is justified ? If not, to what relief are the said workmen entitled and from which date ?"

2. The case of the two workmen is that they were permanent Miners in the Damoda Colliery but were appointed as permanent Trammers early in the year, 1972; that, in case, they were not appointed as permanent Trammers in 1972, they still became permanent Trammers by their continuously working as such for over three years; that from March, 1975 they were not given jobs as Trammers; that their Union then raised an industrial dispute with the management of Damoda Colliery but no redress was given to them; that thereupon they took up the matter with the Assistant Labour Commissioner (C) but that also resulted in failure; and that the action of the management in not giving them jobs as permanent Trammer is illegal, mala fide and betrays an act of unfair labour practice; and hence they are entitled to re-appointment as permanent trammers and they are further entitled to the difference of wages which they would have earned but for the refusal on the part of the management to employ them as trammers.

3. The case of the management is that these two workmen were holding substantive posts of miners and not of trammers; that, on account of a fight between the rival trade unions in

the colliery in 1973, some trammers were arrested and some ran away from the colliery, and because of their absenteeism, coupled with the usual leave and sick vacancies of trammers, a shortage was felt and these two workmen and several others were appointed as trammers to fill the shortage on a purely temporary basis; that the vacancies were temporary as no permanent vacancies in the posts of permanent trammers were available merely because of absenteeism; that when the arrested and other absentee trammers returnad to the colliery, there was no shortage of permanent trammers and the temporary trammers were reverted to their substantive posts of miners from January, 1975; that both piece-rated miners and trammers are in group IV and there is no diminution in wages whether one holds one post or the other; that these two trammers refused to join their substantive posts as miners when asked to do so on the return of the permanent trammers and hence they are not entitled either to appointment as trammers or to payment of any wages. The management has lastly contended that the union had not raised any industrial dispute with the management and had instead raised it with the A.L.C. and, therefore, the reference is incompetent in the absence of an industrial dispute and the Tribunal has no jurisdiction to decide any such dispute.

4. There is no substance in the legal contention raised by the management. WW-1 Kishori Lal Rai is the Unit Secretary of the Rashtriya Colliery Mazdoor Sangh, Damoda Colliery Unit. He deposed that G. D. Pandey, the authorised representative of the Rashtriya Colliery Mazdoor Sangh, raised the industrial dispute with the Area General Manager and also with the Colliery Manager by his letter Ext. W-1 dated January 3, 1976. Ext. W-1 shows that he had made a demand for giving job of trammers to these two workmen from March, 1975. Ext. W-1 further shows that it was sent to the Area General Manager and a copy was endorsed to the Manager, Damoda Colliery. The cross-examination of WW-1 Kishori Lal Rai was wholly ineffective. MW-1 Raj Kishore Khandai, the manager of the colliery, has stated that he came to know of the dispute after the conciliation proceedings had started, and not earlier than that, implying thereby that no such industrial dispute had been raised with the management. In cross-examination, he had to admit that he has no knowledge if the union had sent any demand letter to the Area General Manager. He was then asked about the copy of demand letter that had been sent to him and to this, his reply was that he had no recollection if such a copy was received by him; and in case he had received one, he must have sent it to the Area General Manager because all papers concerning an industrial dispute have to be submitted by a colliery manager to his Area General Manager. The original that was sent to the Area General Manager was summoned by the union but the management failed to file it. It does not behove a public undertaking to raise an untenable or false plea. It also does not give any credit to such an undertaking to fail to produce a document summoned from it. I have no reason, therefore, to discard the evidence given by MW-1 and particularly so when he is supported by documentary evidence. I hold that the Rashtriya Colliery Mazdoor Sangh did raise an industrial dispute with the management and the reference is competent and the Tribunal has the jurisdiction to device that dispute.

5. On merits of the case, we have the oral testimony of MW-1 Raj Kishore Khandai and the two workmen have neither examined themselves nor any one else on their behalf to rebut the testimony of Raj Kishore Khandai. His evidence shows that these two workmen were permanent miners and this fact must, therefore, be acceped. His evidence then shows that there were 53 permanent piece-rated trammers in the North Damoda Unit of the colliery. A fight took place between the two rival unions, in June '73; and in that connection, some trammers were arrested and some fled away from the colliery because of anticipated arrest. It is in these circumstances that permanent miners were appointed as temporary trammers in place of the absentees. These two workmen were also appointed as temporary trammers from their substantive posts of miners. There is no cross-examination on this aspect and this fact is also therefore, amply established. It is apparent, therefore, that these two workmen and several others were appointed only as temporary trammers during the absence of permanent trammers on ordinary or sick leave or in the absence of those who had been arrested or who had run away from the colliery fearing arrest. I am certain that these two were not appointed as permanent trammers and their appointments as piece-rated trammers were in vacancies of the aforesaid trammers, on a purely temporary basis.

6. Raj Kishore Khandai has further deposed that as and when the permanent piece-rated trammers returned to their duties, the substitutes were reverted to their original substantive posts and consequently these two workmen were also reverted but they refused to join and are sitting idle ever since March, 1975. This statement of his also remain uncontroverted.

7. The learned counsel for these two workmen has argued that these two workmen became permanent trammers under order No. 3 of the Model Standing Orders which applies to the Damoda Colliery. Order No. 3 classifies workmen into 6 categories:—Permanent, Probationers, Badlis or Substitutes; Temporary; Apprentices and Casual. Order No. 3(a) defines a temporary workman and says that a "temporary" workman is a workman who has been engaged for work which is of an essentially temporary nature likely to be finished within a limited period. The period within which it is likely to be finished should also be specified but it may be extended from time to time, if necessary. These two were obviously temporary trammers because they were appointed for work which was of an essentially temporary nature namely, for so long as the absentee trammers did not resume their duties. Standing Order No. 3(b) says that a "permanent" workman is one who is appointed for an unlimited period or who has satisfactorily put in 3 months continuous service in a permanent post as a probationer and, therefore, even if they had worked for as long as 21 months, they would not become permanent trammers because no post of a permanent trammer was permanently vacant and, indeed, the vacancy was either a leave vacancy or a sick vacancy or a absentee vacancy. It is obvious that the absentee trammers were likely to come back and resume their duties and if they came back, even the temporary vacancy will lapse. It cannot be denied that they had a lien on their permanent posts which could not be ignored. Again, these two workmen would not became permanent under the first part of the definition. The first part mentions that a permanent workman is one who is appointed for an unlimited period. The appointment of these two was for limited periods because the vacancies had arisen on account of the arrest of the permanent trammers or on account of the escape of the permanent trammers in dread of apprehended arrest etc. Their appointments were for limited periods and were to continue only so long as the permanent trammers did not turn up for duties. Their case will also not be covered by the second past of the definition because they were not appointed as probationers in permanent posts. I, therefore, held that these two workmen did not become permanent trammers and remained throughout as temporary trammers.

8. The next contention of the learned counsel for these two workmen is that appointment of a workman from one post to another amounts to a transfer and likewise re-appointment on his original substantive post also amounts to a transfer, and if such a transfer is not in compliance with the provisions of Standing Order No. 16, the transfer will become bad and, therefore, even though the first transfer may be ignored the re-transfer may be quashed. Standing Order No. 16 says that a workmen may be transferred due to exigencies of work from one department to another or from one station to another or from one coal mine to another under the same ownership provided that the pay, grade, continuity and other conditions of service of the workmen are not adversely affected by such transfer and provided also that if a workman is transferred from one job to another that job should be of similar nature and such as he is capable of doing and provided further that (i) reasonable notice is given of such transfer and (ii) reasonable joining time is allowed in case of transfers from one station to another. The workman concerned shall be paid the actual transport charges plus 50% thereof to meet incidental charges. Transfer is a managerial function and a Tribunal should not lightly interfere with orders of transfer issued by a management in the exigencies of work. The management is in the best position to distribute its man-power on various jobs, and even if all the materials are available before the Tribunal, the managements' discretion should not ordinarily be substituted by an order of the Tribunal, except in special cases on prima facie proof of mala fides or unfair labour practice. Standing Order No. 16 clearly confers such a power. The management transferred these two workmen from the department of miners to the department of trammers. Trammers and miners are both piece-rated workers.

Both of them are Group IV workmen and the wages of both are the same. The transfers did not involve any monetary loss. There is no break in service. Both the jobs are connected with Mining operations and the two workmen were capable of working as trammers instead of as miners. The provisions of reasonable notice and joining time do not govern the transfer from one department to another in the same mine but transfers from one station to another or from one coal mine to another. Obviously transport and incidental charges can become relevant only in case of a transfer from one station to another or from one mine to another. Reasonable joining time is also related to such a transfer. Reasonable notice is required in such a transfer and not in an inter-departmental transfer where one can switch over from one job to another. I am of the view, therefore, that there was no breach of Standing Order No. 16.

9. These two workmen were given their original jobs but they have refused to join and are sitting idle because of their own choice and, therefore, they will not be entitled to any wages for the period subsequent to the service of the order requiring them to join as miners.

10. My award is that the action of the management of Damoda Colliery in refusing to allow Ashinwa Bhuia and Ramu Bhuia to work at trammers is justified and they are not entitled to any relief.

K. B. SRIVASTAVA, Presiding Officer.

[No. 20012/146/76-D.III(A)]

S. H. S. IYER, Desk Officer.

S.O. 2343.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relations to the management of Silica Sand Mines of Messrs Bansal Brothers, Mine Owners, Johari Bazar, Jaipur and their workmen, which was received by the Central Government on the 20th June, 77.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case Ref. No. CGIT/LC(R)(65)/1975

PARTIES :

Employers in relation to the management of M/s. Silica Sand Mines of Messrs Bansal Brothers, Mine Owners, Johari Bazar, Jaipur (Rajasthan) and their workmen represented by Shri M. P. Sharma, President, Pathar Khan Mazdoor Sangh, Kota (Raj.).

APPEARANCES :

For Workmen—Shri M. P. Sharma.

For Management—Shri Shobhagya Mal.

INDUSTRY : Silica Sand Mines. DISTRICT : Jaipur (Rajasthan)

Dated : May 31, 1977

AWARD

This is a reference made by the Government of India in the Ministry of Labour vide it's Order No. L-29011/113/75/DIII/B, dated 5th December, 1975 seeking adjudication of the following dispute :—

"Whether the demand of the workmen employed in Alanpur Silica Sand Mine of Messrs Bansal Brothers, Mine Owners, Johari Bazar, Jaipur (Rajasthan) for payment of profit sharing bonus at the rate of 20 per cent for the accounting years 1971-72, 1972-73 and 1973-74 is justified? If not, to what quantum of bonus are the workmen entitle dfor each accounting year?"

After the pleadings were filed by the parties and issues were settled they took several adjournments to settle the dispute. When they did not come to a settlement a date for evidence of parties was fixed. Now the parties came to terms and sent a Memorandum of Settlement dated 25-5-1977 by post duly signed by both the parties. The management has agreed to pay bonus to all the workmen of Silica Sand Mines, Alanpur, District Sawaimadhopur for the year 1973-74 at the rate of 8.33 per cent within one month from the date of this settlement. Management has also agreed to inform the dates of payment of bonus to the Pather Khan Mazdoor Sangh. It is also agreed between the parties that the Tribunal be requested to give its award in terms of the settlement.

The reference is answerred in terms of the settlement which shall form part of the Award. Parties will bear their own costs.

S. N. JOHARI, Presiding Officer.

[No. L-29011/113/75-D. III. B]

V. VELAYUDHAN, Under Secy.

New Delhi, the 16th July, 1977

SO. 2344.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Madras, in the industrial dispute between the employers in relations to the management of Star Construction and Transport Company, Sankari and India Cements Ltd., Sankari and their workmen, which was received by the Central Government on the 20-6-77.

BEFORE THIRU T. N. SINGARAVELU, B. A., B. L.,

PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,

MADRAS

(Constituted by the Central Government)

Saturday, the 28th day of May, 1977.

Industrial Dispute No. 18 of 1977

(In the matter of the dispute for adjudication under Section 10 (1) (d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Star Construction and Transport Co., and India Cements Limited, Sankari.)

BETWEEN

The workmen, represented by the Secretary, India Cements National Workers' Union Karumapurathanoor, Mothiayanoor, P.O. Sankari Taluk, Salem District.

AND

1. The General Manager, Star Construction and Transport Company, Sankari West, Salem District.

2. The Geneart Manager, India Cements Limited, Sankari West, P. O. Salem District.

REFERENCE

Order No. L-19011/24/76-D.III-B, dated Nil, of the Ministry of Labour, Government of India.

This dispute coming on this day for final disposal upon perusing the reference and all other material papers on record and upon hearing of Thiru T. K. Seshadri, Advocate for Management No. 1 and of Thiruvalargal M. R. Narayanaswami and S. Jayaraman, Advocates for Management No. 2 and the workmen being absent, and the affidavit stating that there is no such Union, called the India Cements National Workers' Union having been filed and accepting the same, this Tribunal made the following.

AWARD

This is a reference made by the Government of India in its Order No. L-29011/24/76-D. III-B of the Ministry of Labour in respect of an Industrial Dispute between the Managements of Star Construction and Transport Company, Sankari and India Cements Limited, Sankari and their workmen.

2. The Schedule to the reference reads as follows :

Whether the management of M/s. Star Construction and Transport Co., Sankari and India Cements Ltd., Sankari, are justified.

(a) In changing the grade of Balasters from 'D' to 'G' by taking the date of reaching the maximum in the earlier grade as existing in 1973 instead of 1976, thereby discriminating the cases of certain employees who have reached the maximum during the period 1973 to 1976 ;

(b) In not confirming the last six workmen out of the 98 workmen mentioned in the Notice Board of the Company for confirmation ?

If not, to what relief are the affected workmen entitled?

3. This reference was taken up by this Tribunal and notices were sent to the Union as well as the Managements. The Managements were served and entered appearance, but the Union was absent. Notice of this reference taken to the Union was returned unserved with an endorsement that there is no such Union in the address given in the reference. However as a matter of indulgence, the Tribunal ordered fresh notice to the Union directing the Management to furnish the correct address of the Union, if any. The second Management is said to be an unnesessary party to this reference. Therefore, summons were issued to the Union both directly and through Management No. 1. The Union was again absent. It was also not served and the Management No. 1 has filed an affidavit before this Tribunal today stating that there is no such Union called India Cements National Workers Union. In view of the return on postal endorsement stating that there is no such Union at all in he place and in view of the affidavit filed by the Management that there is no Union by that name, the reference cannot be proceeded with. The position therefore is that there is no Union by that name in this Industry and therefore the reference itself is not maintainsble. It must also be stated that nobodyselse has filed any claim so far on behalf of any of the worker with reference to the matter mentioned in the Schedule. The result is there is no claim before the Tribunal and consequently there is no dispute. An Award is passed tthat the reference has become infructuous. No costs.

Dated, this 28th day of May, 1977.

T. N. SINGARAVELU, Presiding Officer

[No. 29011/24/76-D.III.B.]

C. R. NIM, Under Secy

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